



**AFFILIATION AGREEMENT**

**BY AND AMONG**

**SAMARITAN HEALTH SERVICES, INC. , MID-VALLEY HEALTHCARE, INC.,  
ALBANY GENERAL HOSPITAL, GOOD SAMARITAN HOSPITAL CORVALLIS,  
SAMARITAN NORTH LINCOLN HOSPITAL, SAMARITAN PACIFIC  
COMMUNITIES HOSPITAL, INC., FIRSTCARE HEALTH FOUNDATION,  
FIRSTCARE MEDICAL FOUNDATION, PARADIGM INDEMNITY CORPORATION,  
INTERCOMMUNITY HEALTH PLANS, INC., SAMARITAN HEALTH PLANS, INC.,  
BOULDER FALLS PROPERTIES LLC, SAMARITAN SENIORCARE, INC.,  
SAMARITAN DIALYSIS SERVICES, L.L.C.,**

**AND**

**MULTICARE HEALTH SYSTEM**

**DATE: NOVEMBER 18, 2025**







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## AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”), is made and entered into on November 18, 2025 (the “**Execution Date**”), by and among Samaritan Health Services, Inc., an Oregon nonprofit corporation (“**SHS**”), the SHS Subsidiaries listed on Exhibit A (the “**First Tier Subsidiaries**”) (SHS and the First Tier Subsidiaries collectively, “**Samaritan**”) and MultiCare Health System, a Washington nonprofit corporation (“**MultiCare**”). Samaritan and MultiCare will each be referred to as a “**Party**” and collectively, as the “**Parties.**”

### RECITALS

A. Samaritan is a non-profit integrated health system that operates five (5) community hospitals and more than one hundred (100) physician clinics that serve residents in Oregon’s Benton, Lincoln, and Linn counties.

B. SHS owns and operates multiple entities which operate health insurance plans, including the following: (a) Samaritan Health Plans, Inc., an Oregon non-profit mutual benefit corporation formed pursuant to Chapter 65 of the Oregon Revised Statutes; and (b) InterCommunity Health Plans, Inc. d/b/a InterCommunity Health Network, an Oregon coordinated care organization (collectively, the “**Samaritan Health Plans**”).

C. MultiCare is a non-profit, integrated health system, including more than three hundred (300) primary, urgent, pediatric, and specialty care locations across Washington and Idaho, as well as thirteen (13) hospitals, dedicated to serving communities across the Pacific Northwest region.

D. As a means of furthering their common visions and charitable missions, the Parties believe that it is in their respective best interests and will benefit the communities they serve to engage in the Contemplated Transactions whereby Samaritan will affiliate with MultiCare, and MultiCare will become the sole member of Samaritan, subject to the terms and conditions of this Agreement.

E. The Parties believe that the following objectives will be realized from the Contemplated Transactions: (i) lead the transformation of healthcare in the Pacific Northwest, recognizing the need to deliver population health services and affordable care through shared risk and total cost of care models and improving the health status for the Parties’ broad populations; (ii) support Samaritan in becoming a leading system of health in quality, value and performance in the communities it serves in Lincoln, Benton and Linn Counties; (iii) deliver significant value, quality and access, and address the health and well-being, of the communities served by the Parties, with special attention to communities in need; (iv) accelerate the transition to new care delivery models, significantly enhancing population health and value-based care capabilities; (v) become a regional, state and national leader in value-based care to deliver better and more sustainable health outcomes for communities served by Samaritan and MultiCare; (vi) strengthen the fundamentals of existing businesses, driving near-term synergies and stability for the future; (vii) ensure that Samaritan has state of the art facilities and technology and information systems to support the care provided to the community; (viii) minimize transaction and integration risks through expertise and thoughtful collaboration; and (ix) maintain responsible stewardship of charitable assets, ensuring

that Samaritan and MultiCare collectively will maintain a strong financial profile to enable them to achieve their charitable objectives long into the future.

F. The Contemplated Transactions are intended to strengthen the Parties through increased and improved health equity, enhanced services and increased access to the highest quality of healthcare throughout the regions served by the Parties while also realizing operational efficiencies and cost reduction opportunities through centralization and coordination of non-clinical services all while aligning to each organization's charitable purposes to deliver compassionate, high quality and effective medical, hospital and healthcare services to the communities served by the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

## ARTICLE I

### DEFINED TERMS

Terms capitalized but not defined in this Agreement are defined on Exhibit B.

## ARTICLE II

### AFFILIATION

#### 2.1 Affiliation

On the terms and conditions of this Agreement, MultiCare will become the sole member of SHS and Samaritan will become part of the MultiCare integrated health system. Thus, as of the Closing Date:

(a) SHS will cause, in accordance with the Act and its Governing Documents, the amendment of its articles of incorporation in the form of Exhibit 2.1(a) (the "**Restated SHS Articles**") to provide that on the Closing Date, MultiCare shall be the parent entity and sole corporate member of SHS. In such capacity, MultiCare shall act through the MultiCare Board of Directors ("**MultiCare Board**") or the Chief Executive Officer of MultiCare or his or her designee, as appropriate.

(b) SHS will cause, in accordance with the Act and its Governing Documents, the amendment of its bylaws in the form of Exhibit 2.1(b) (the "**Restated SHS Bylaws**") to provide that MultiCare is the sole member of SHS and to reflect the reserved powers to be held by MultiCare.

(c) As the sole member of SHS, MultiCare shall have all of the rights, powers and privileges afforded to the sole member pursuant to the Restated SHS Articles, the Restated SHS Bylaws, and the Act subject to the terms and conditions of this Agreement, including applicable Schedules and Exhibits attached hereto.



(d) Each First Tier Subsidiary will cause, in accordance with the Act and its Governing Documents, the amendment of its articles of incorporation and bylaws, in the forms of Exhibit 2.1(c) (collectively, the “**Amended and Restated First Tier Subsidiary Charter Documents**”).

**ARTICLE III**

**CLOSING**

**3.1 Closing; Closing Date; Effective Time**

Subject to the satisfaction or waiver by the appropriate Party of all of the conditions precedent to Closing specified in Article VIII and Article IX, the consummation of the Contemplated Transactions (the “**Closing**”) shall take place on December 31, 2025, or on such other date that the Parties may mutually designate in writing, or at such other location as the Parties may mutually designate in writing (the date of consummation is referred to herein as the “**Closing Date**”). The Closing shall be conducted through the mutual exchange of electronic (.pdf) executed copies of the documents to be delivered at Closing pursuant to Section 3.2, except for any documents for which delivery has been waived in writing by the other Party or Parties as of the Closing Date. The Closing shall be effective as of 12:00:01 a.m. Pacific Time on the day immediately following the Closing Date, or such other time as the Parties may mutually designate in writing (the “**Effective Time**”).

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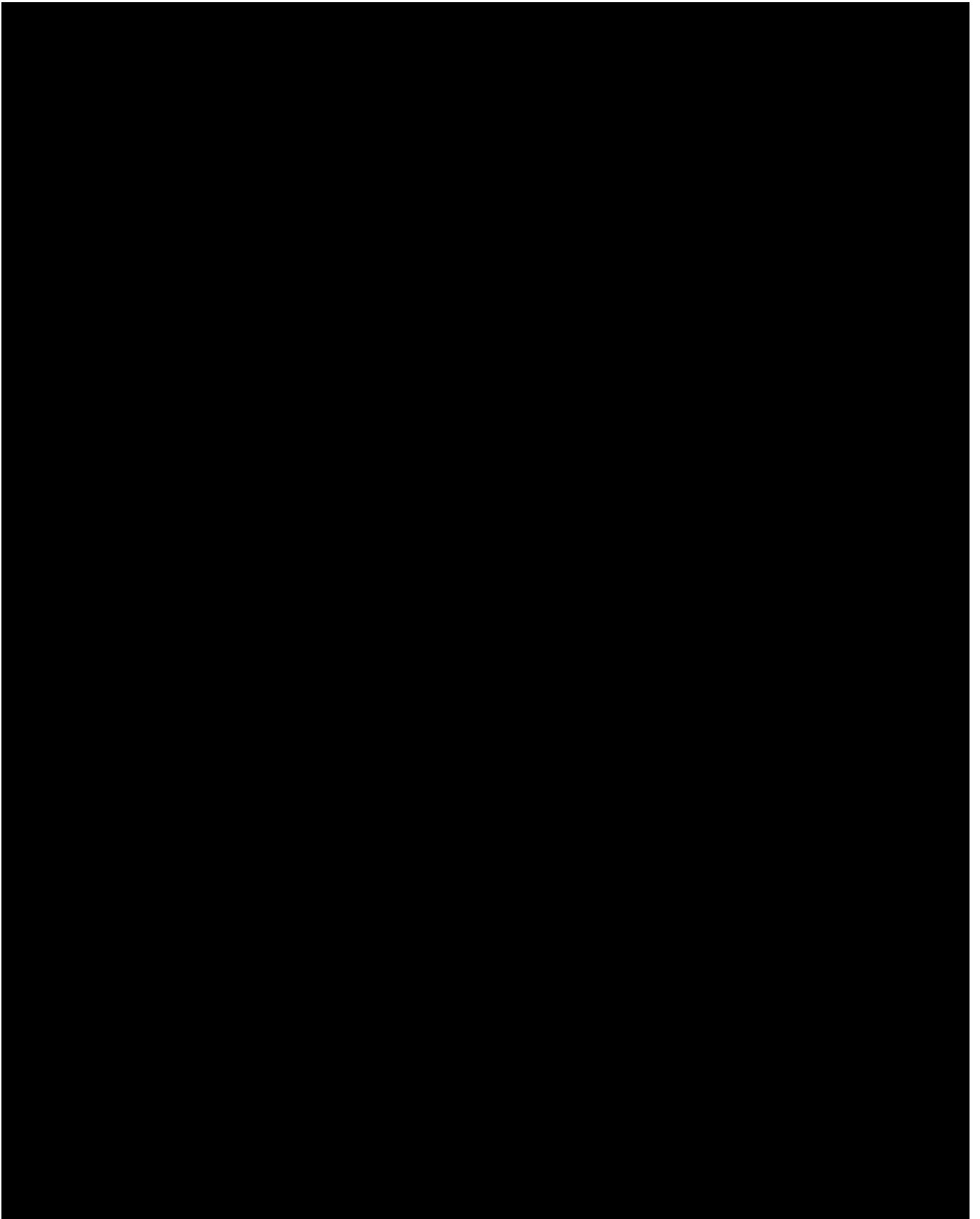
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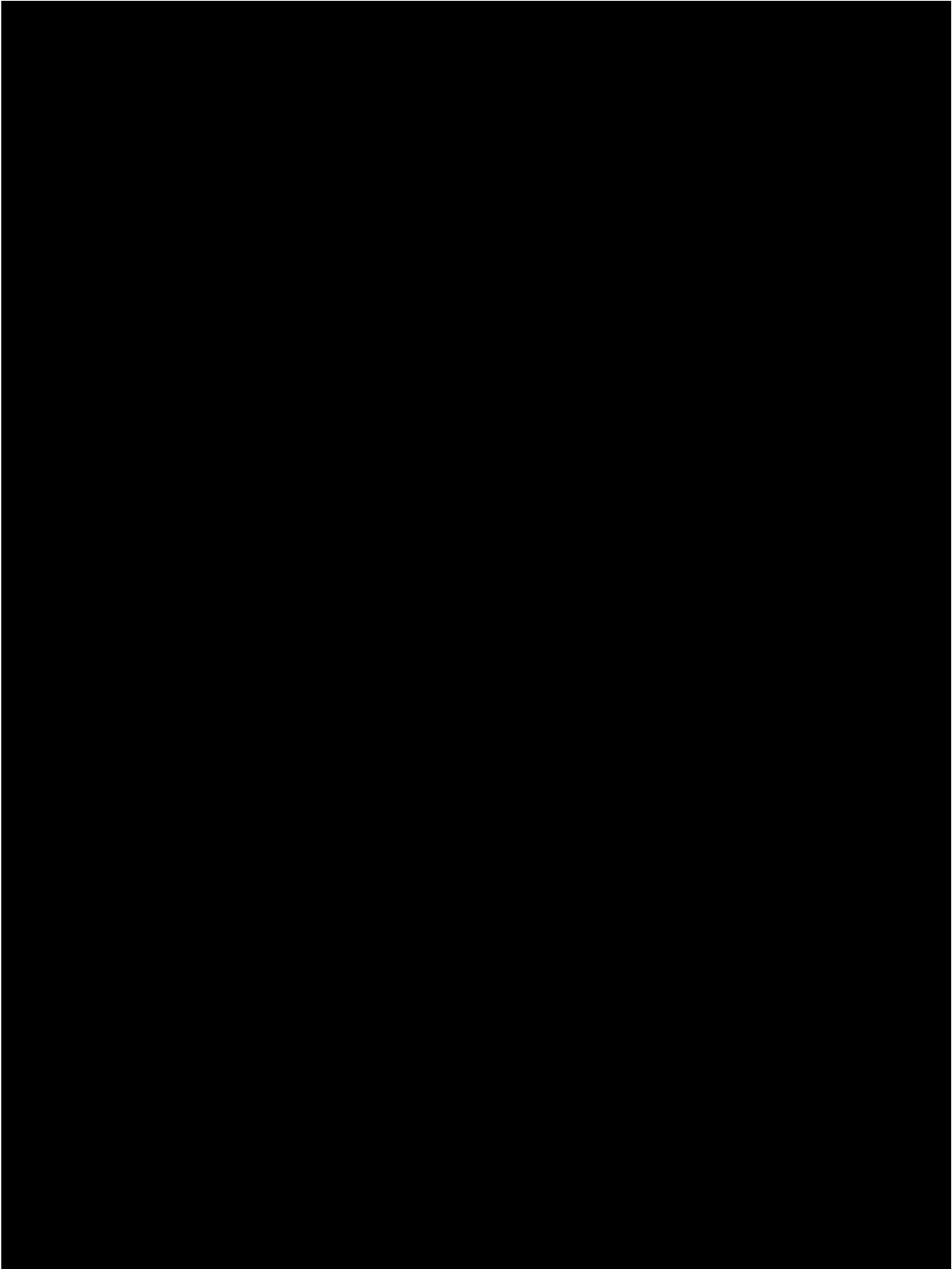
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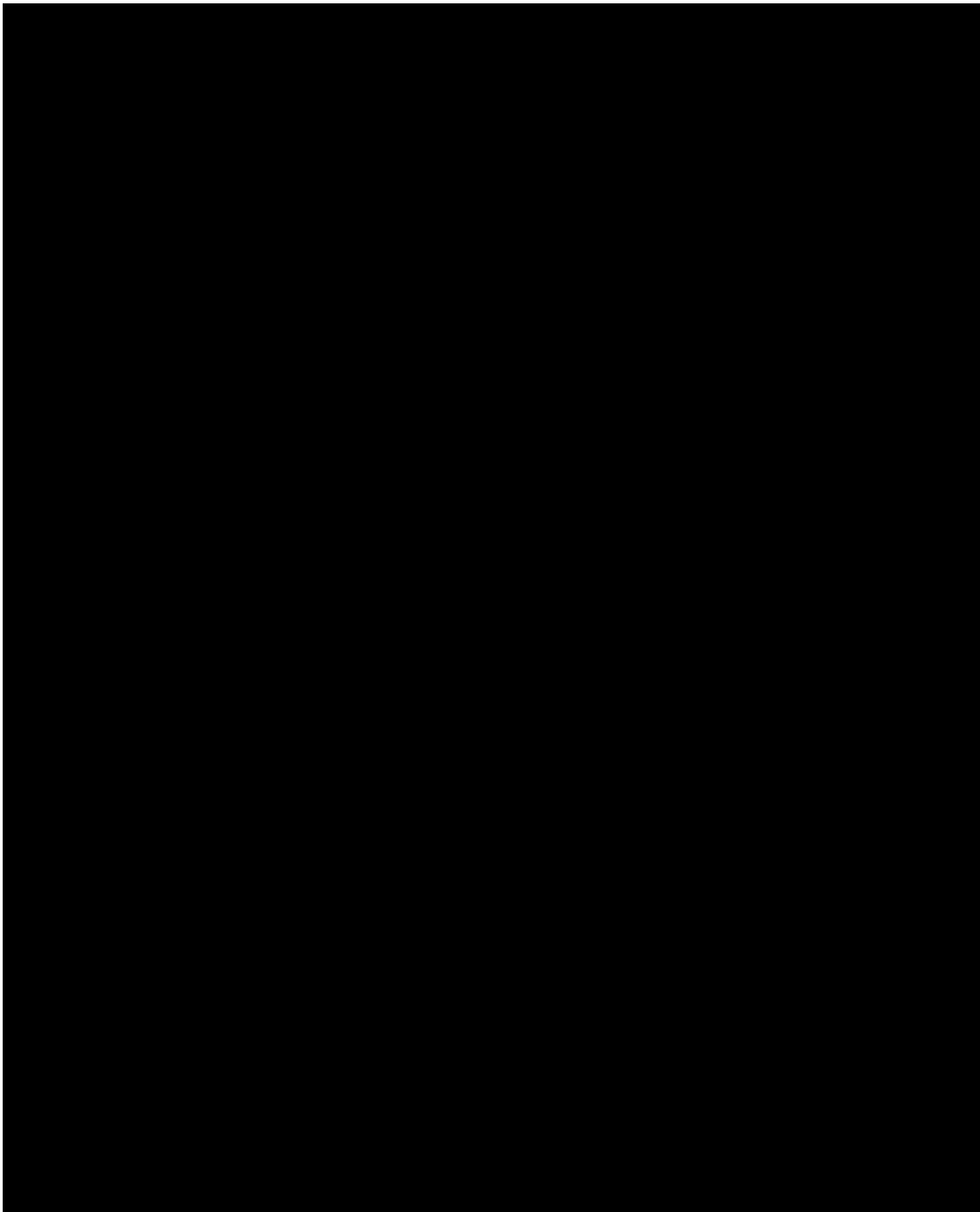
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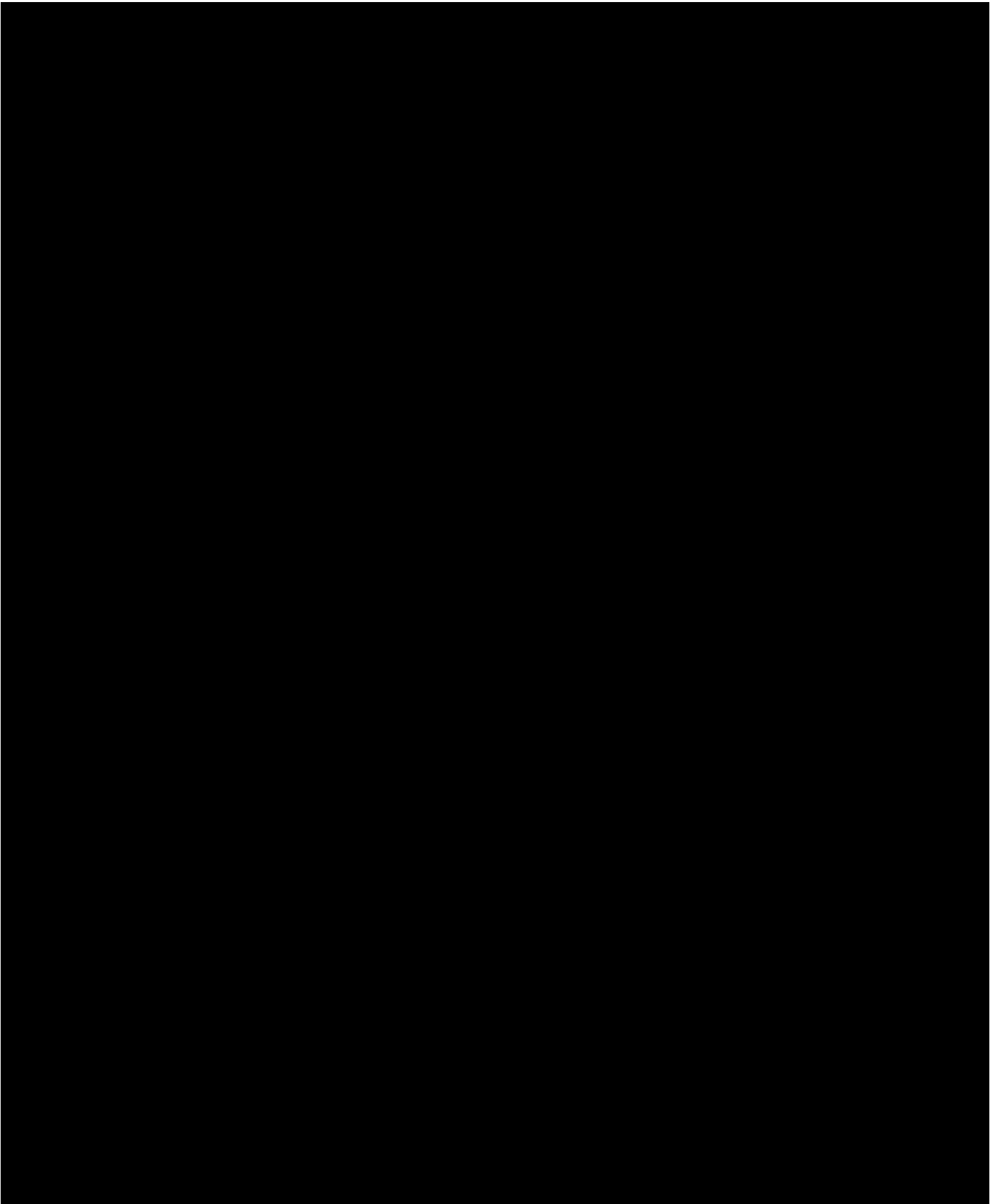
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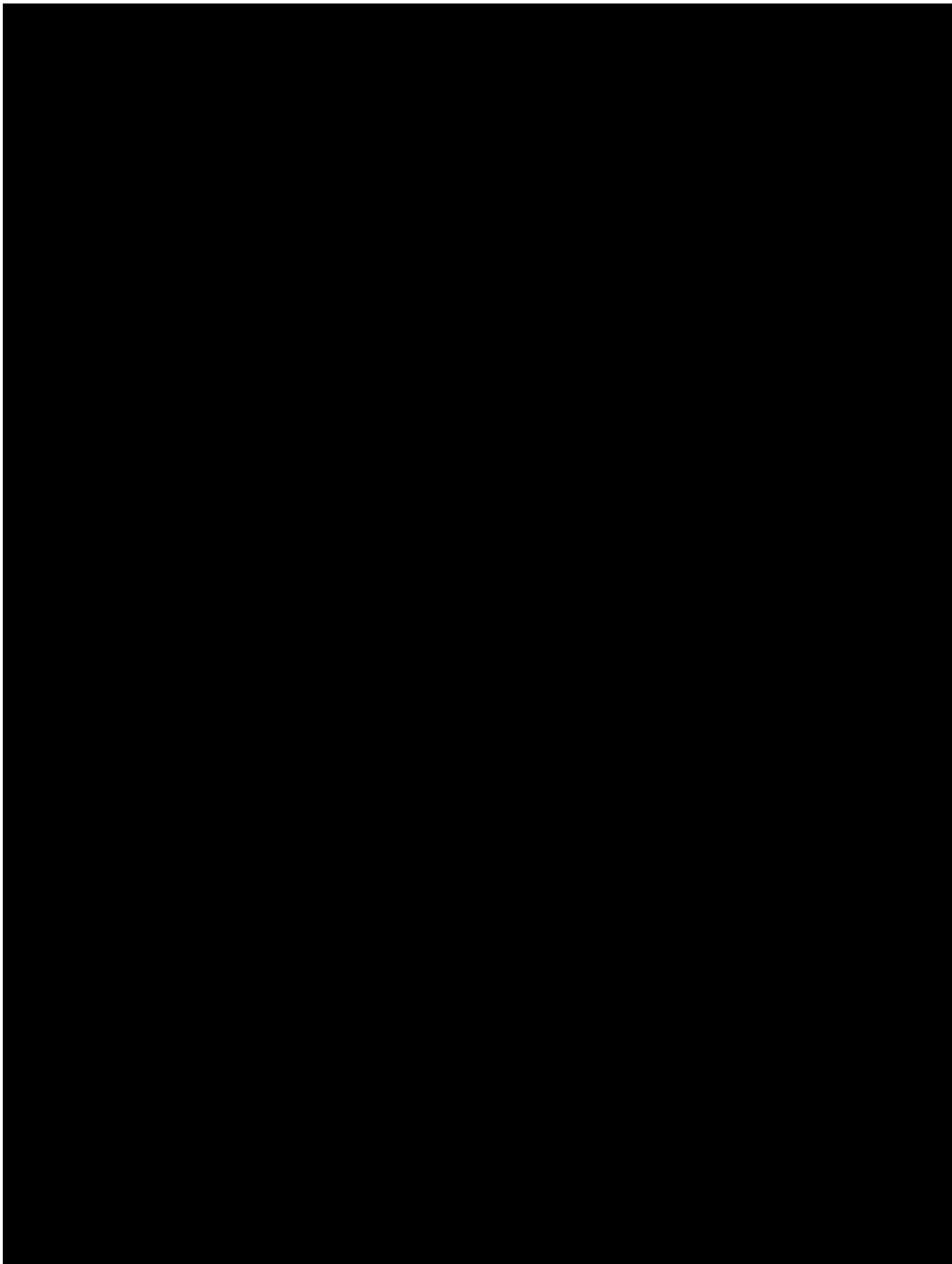


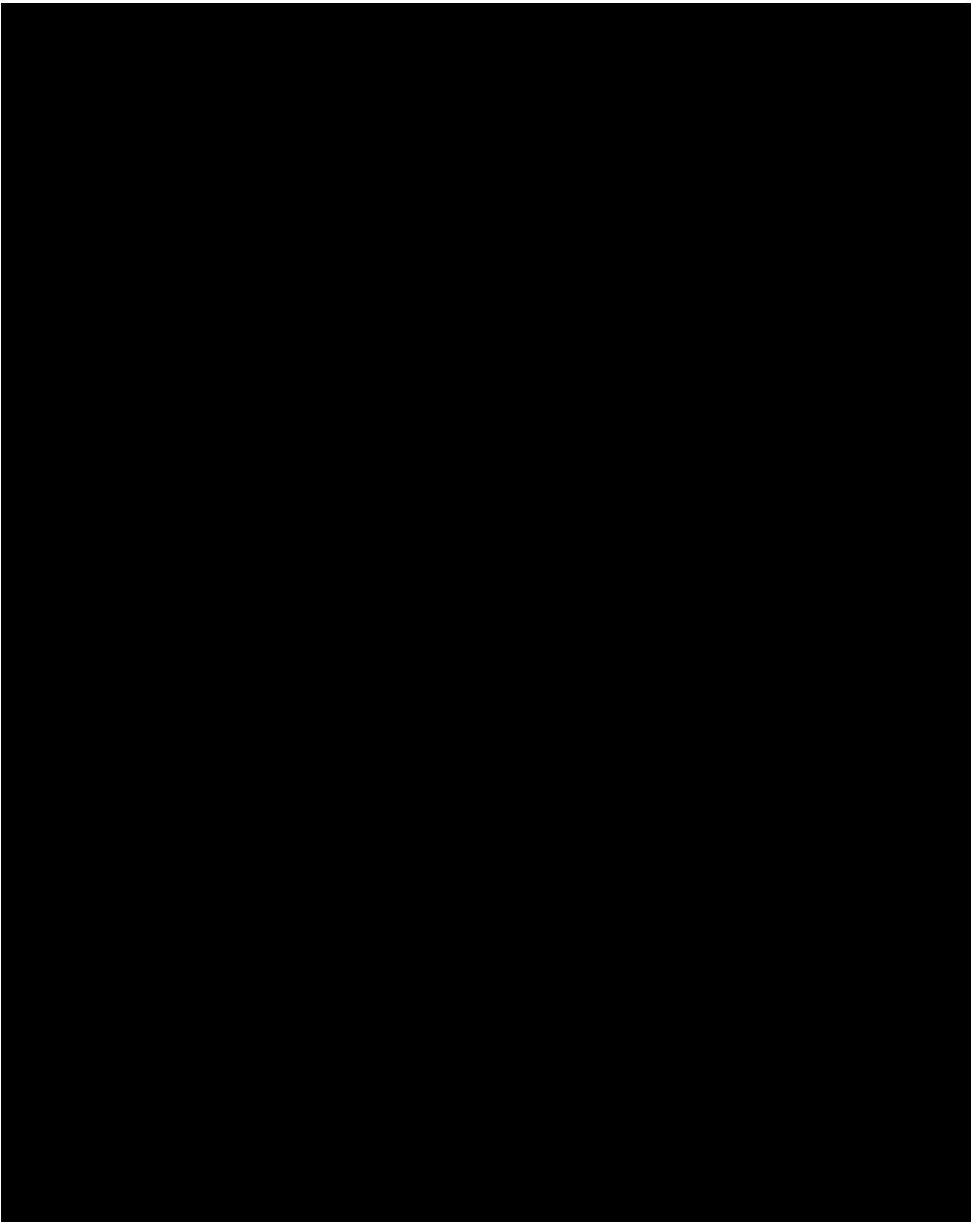


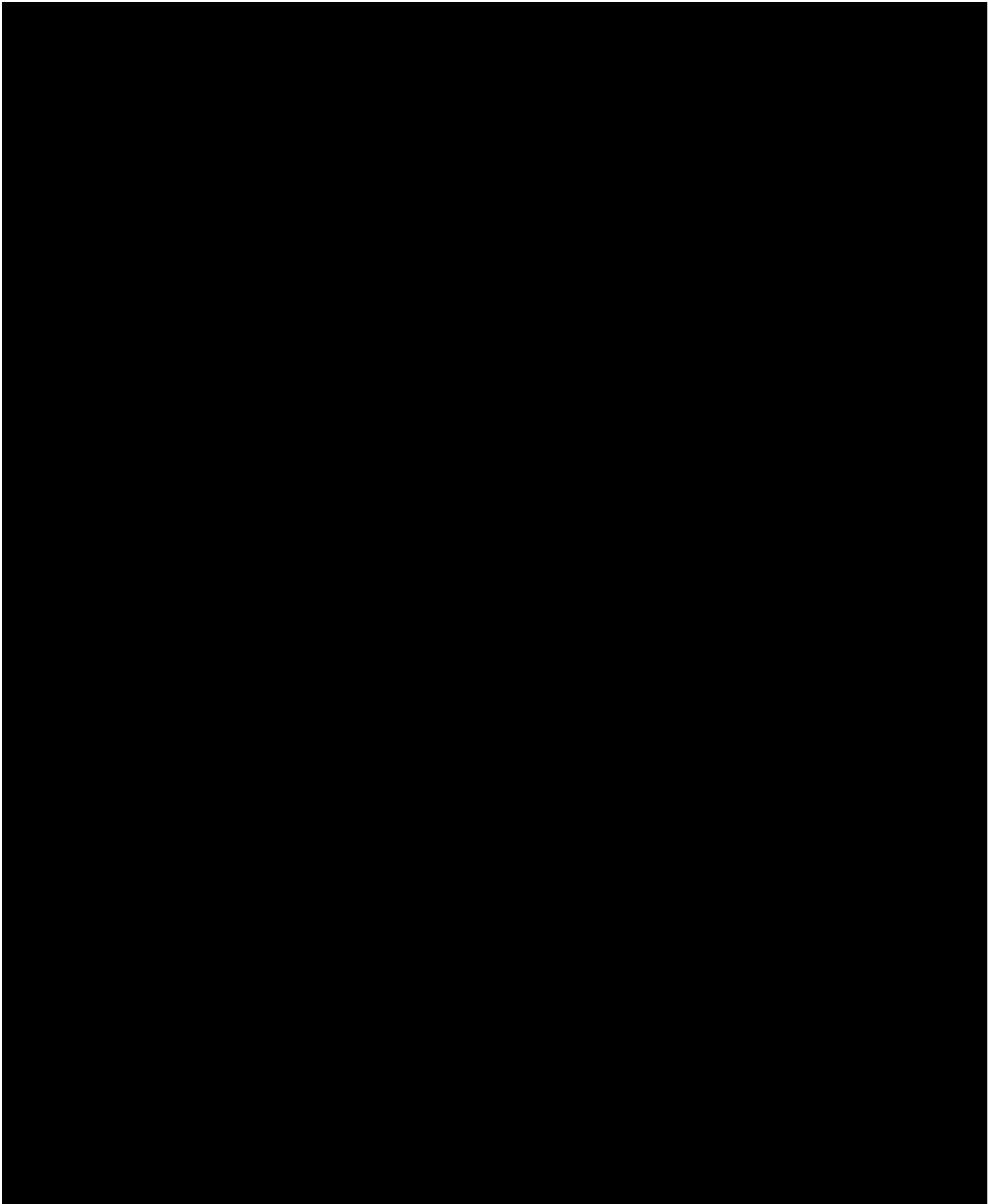


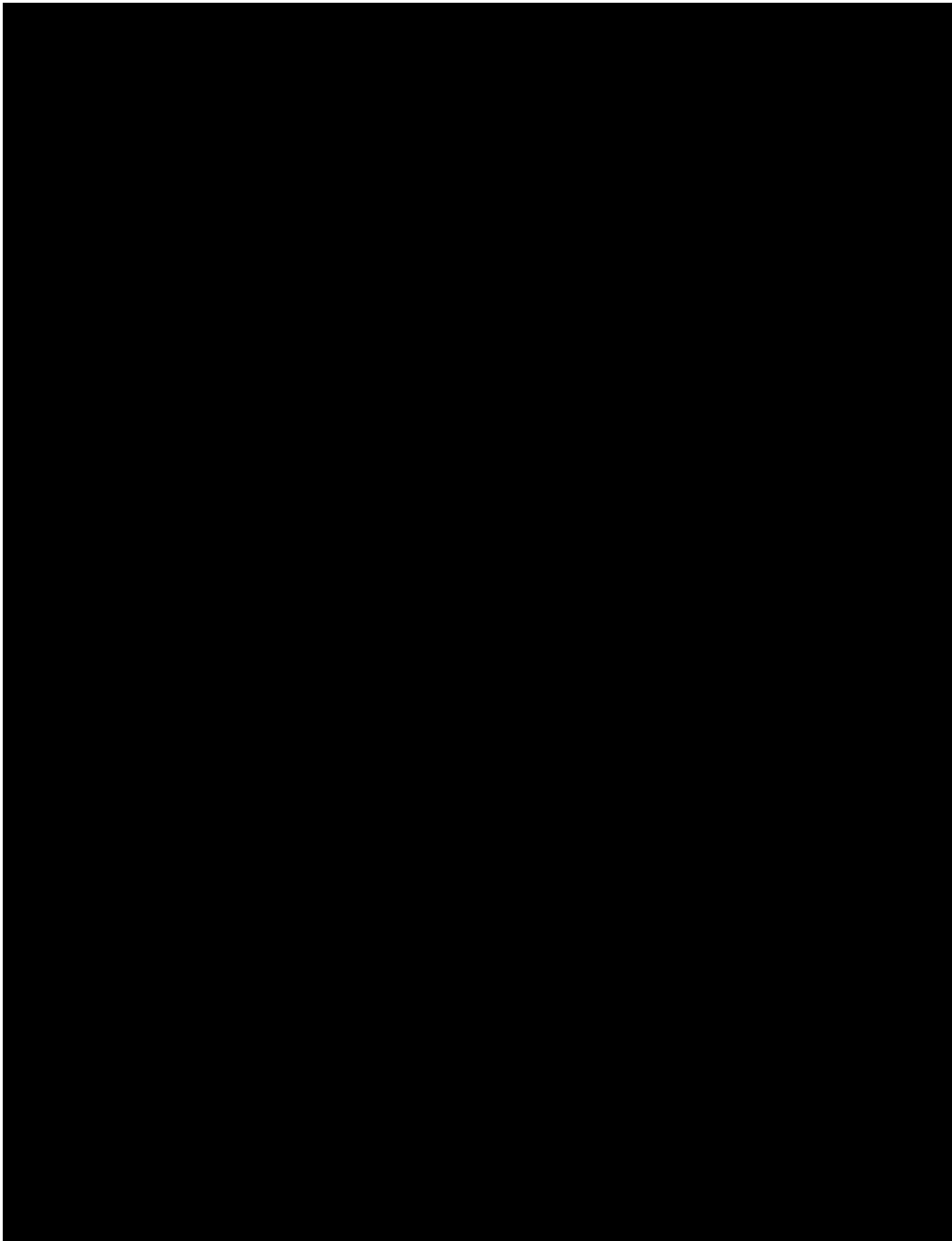


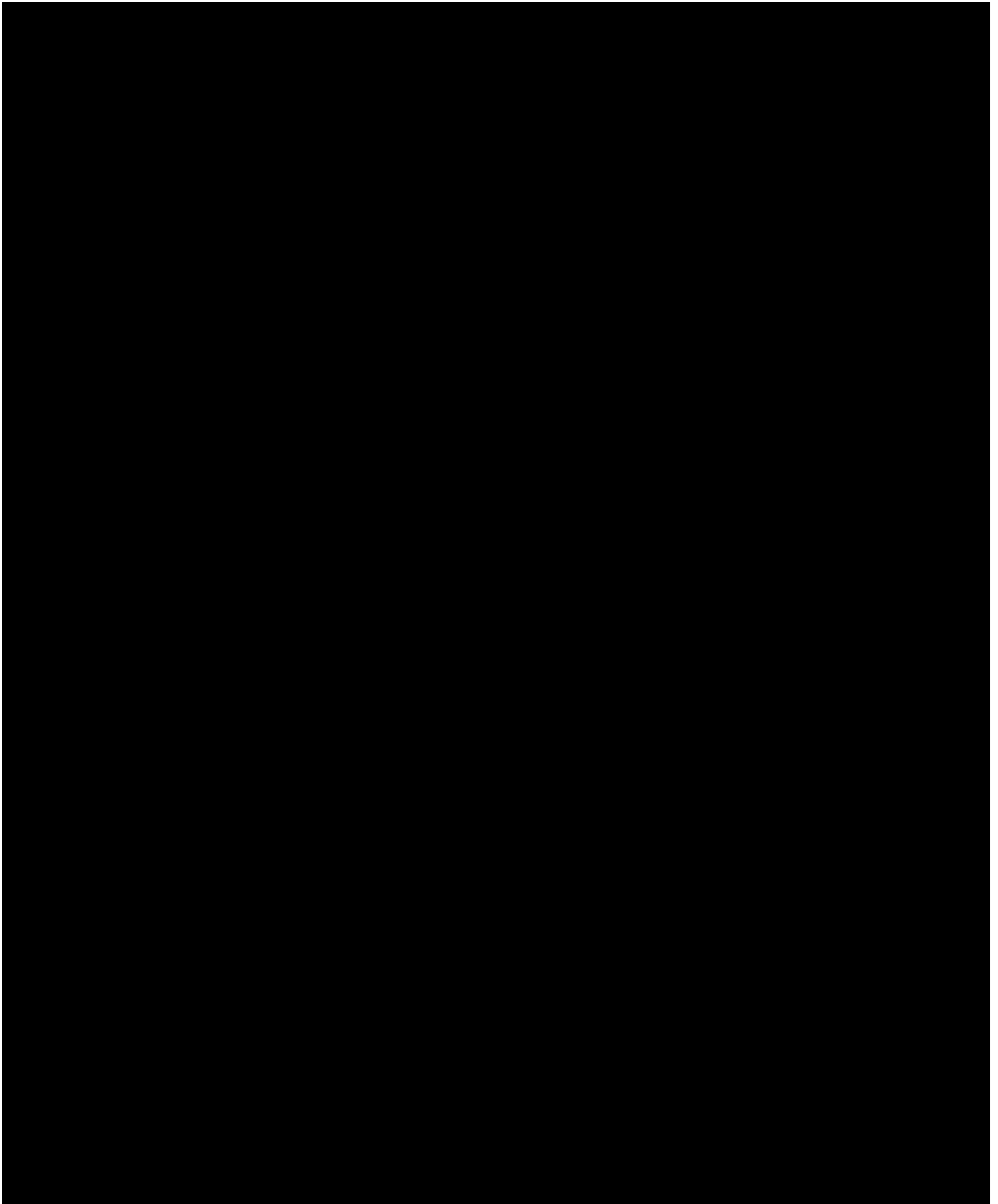


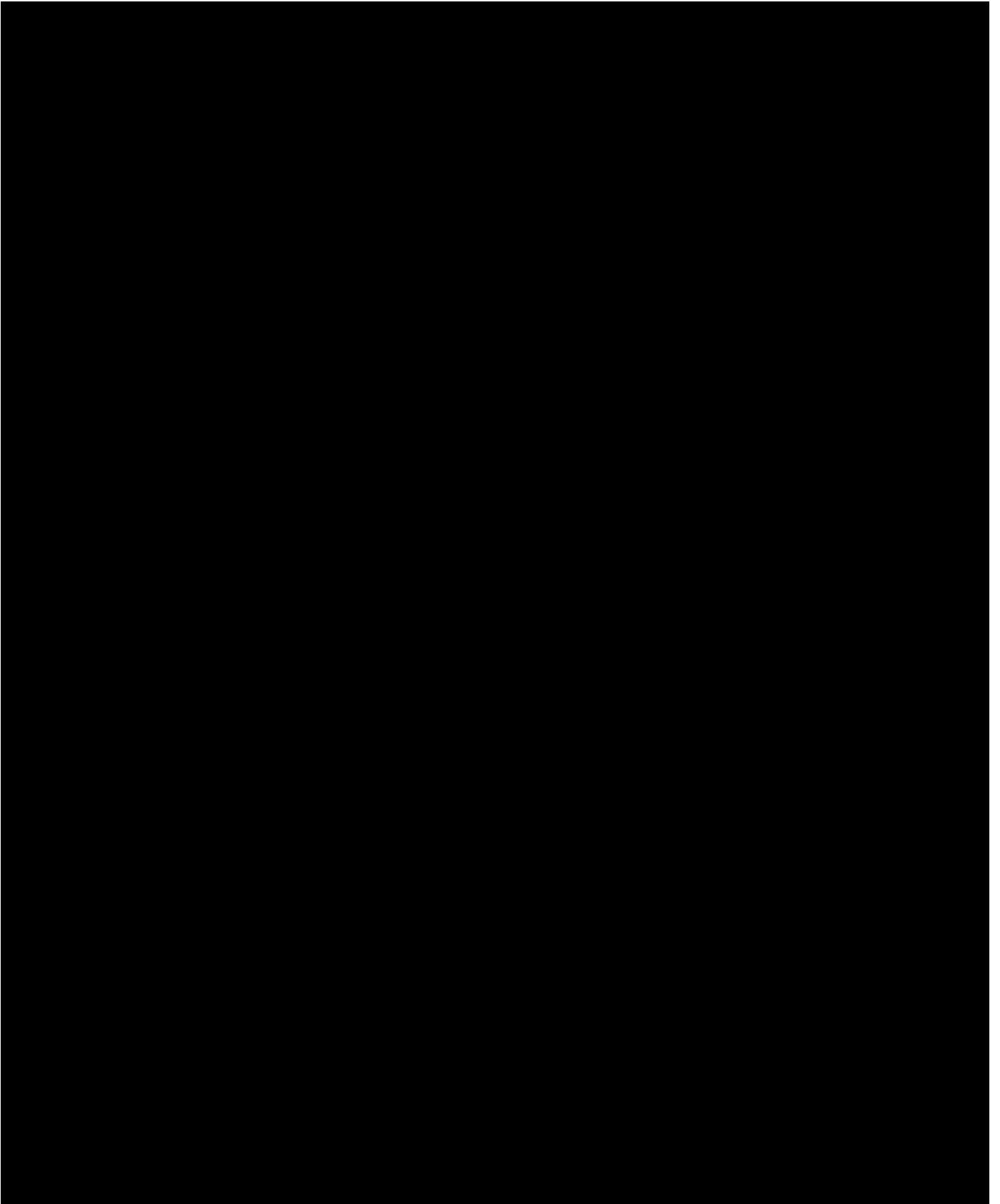


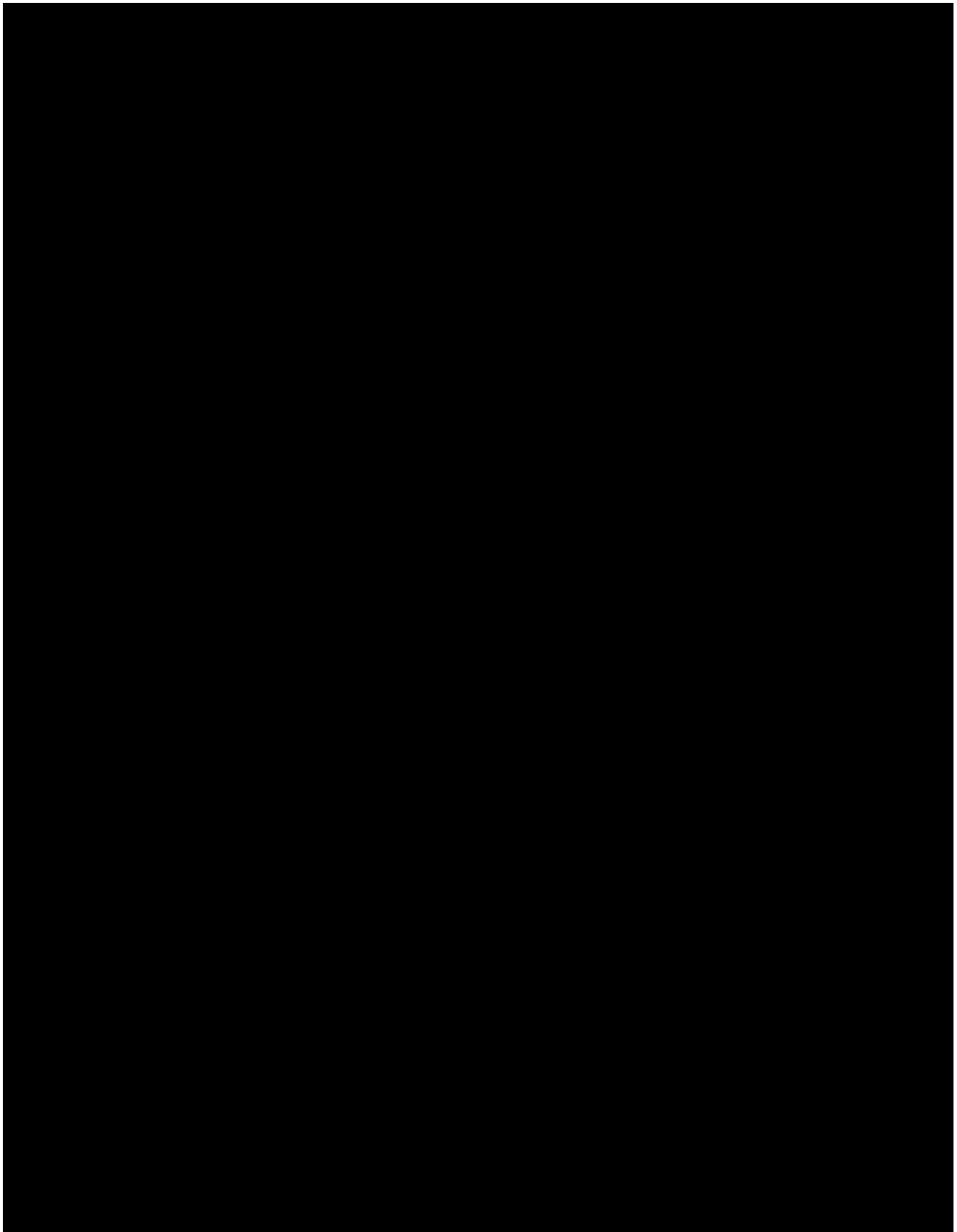


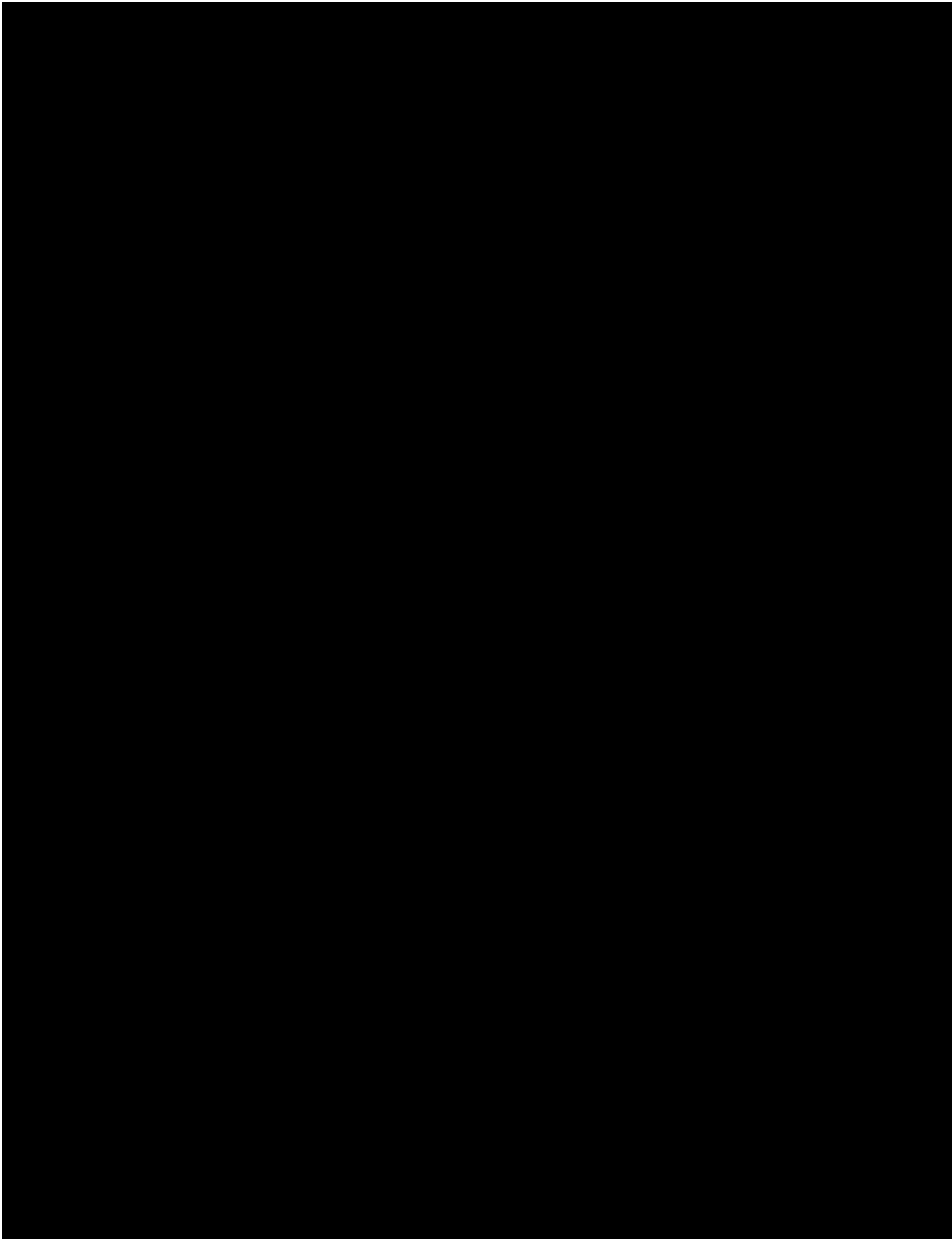


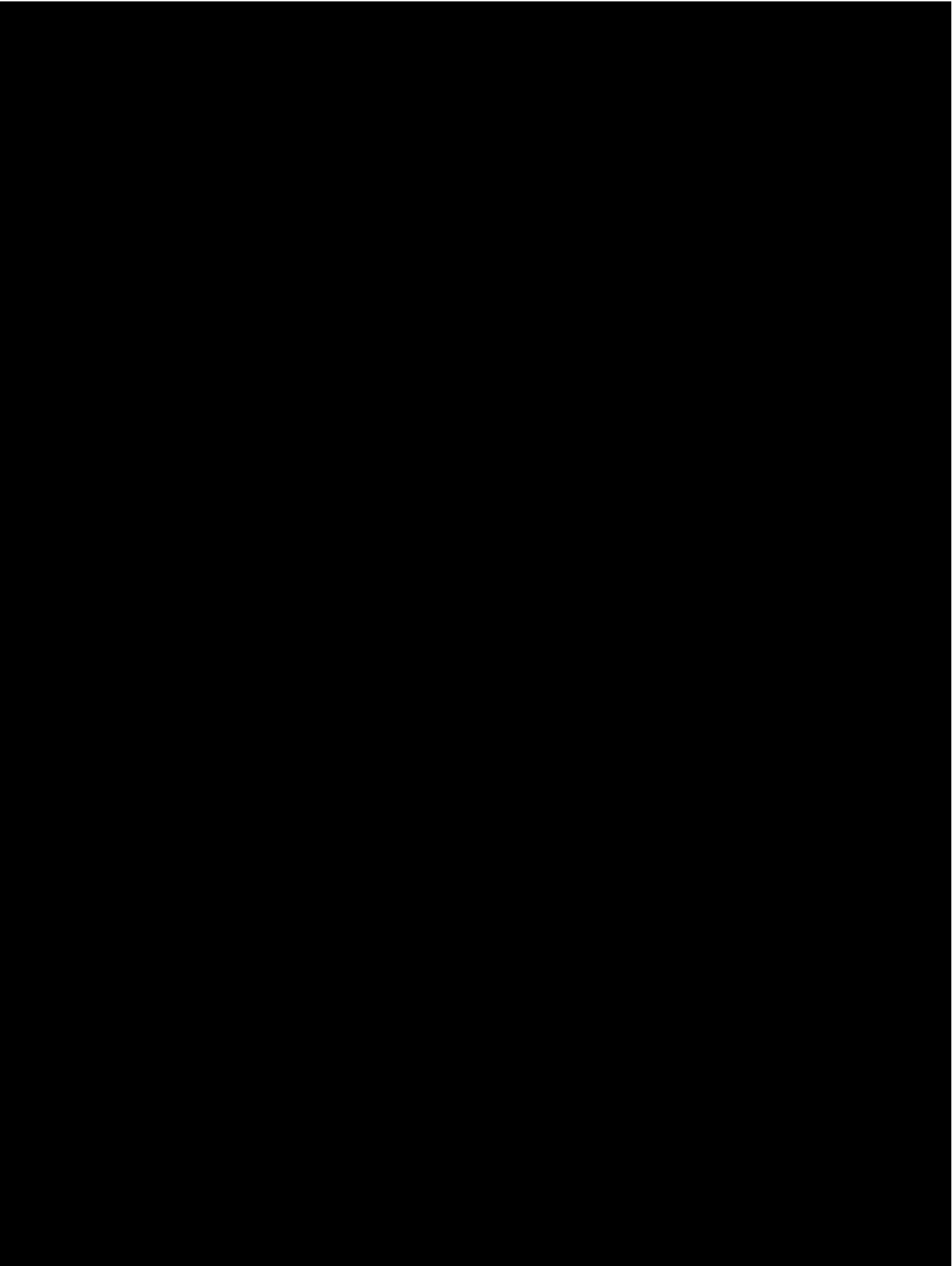


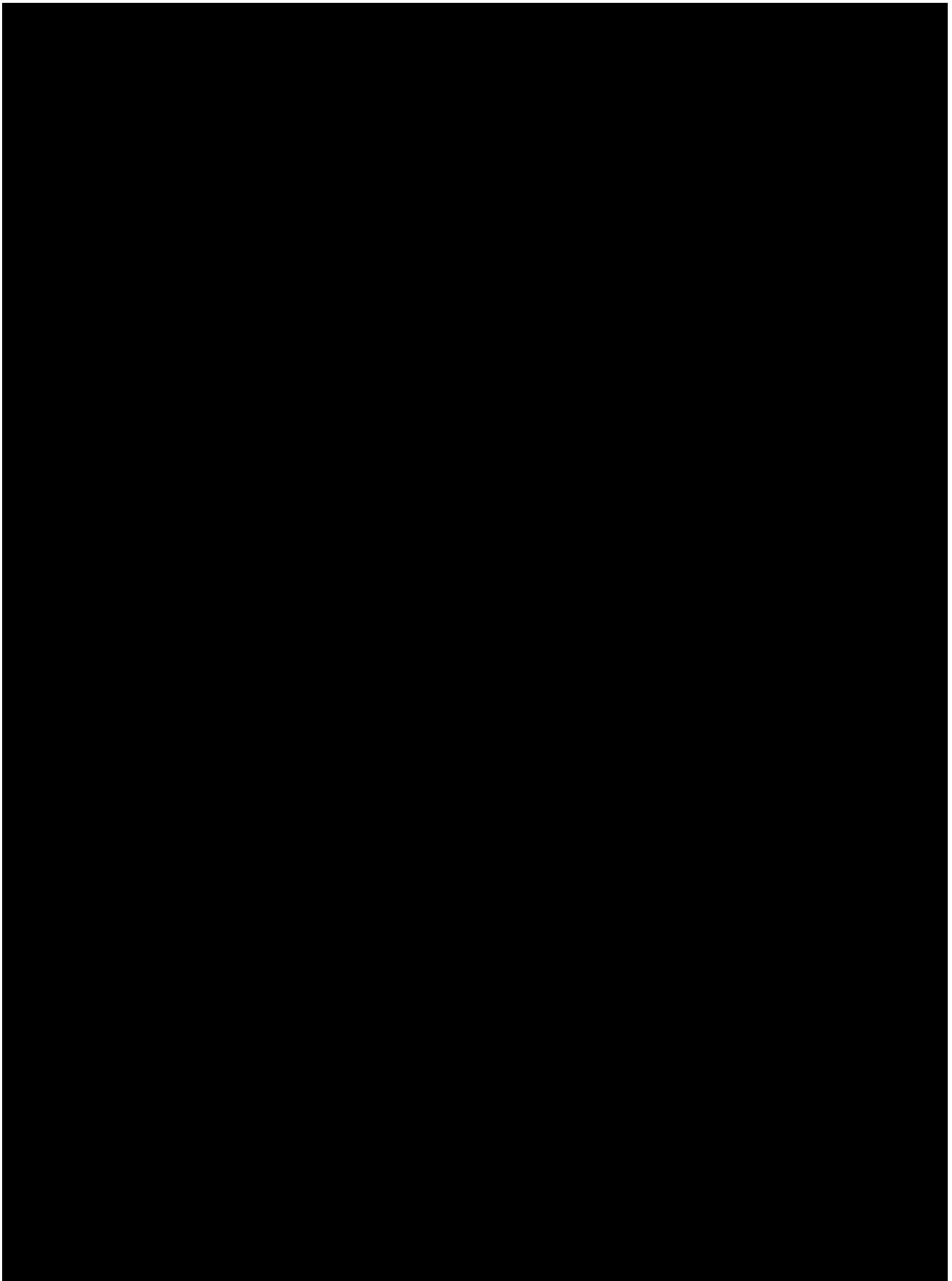


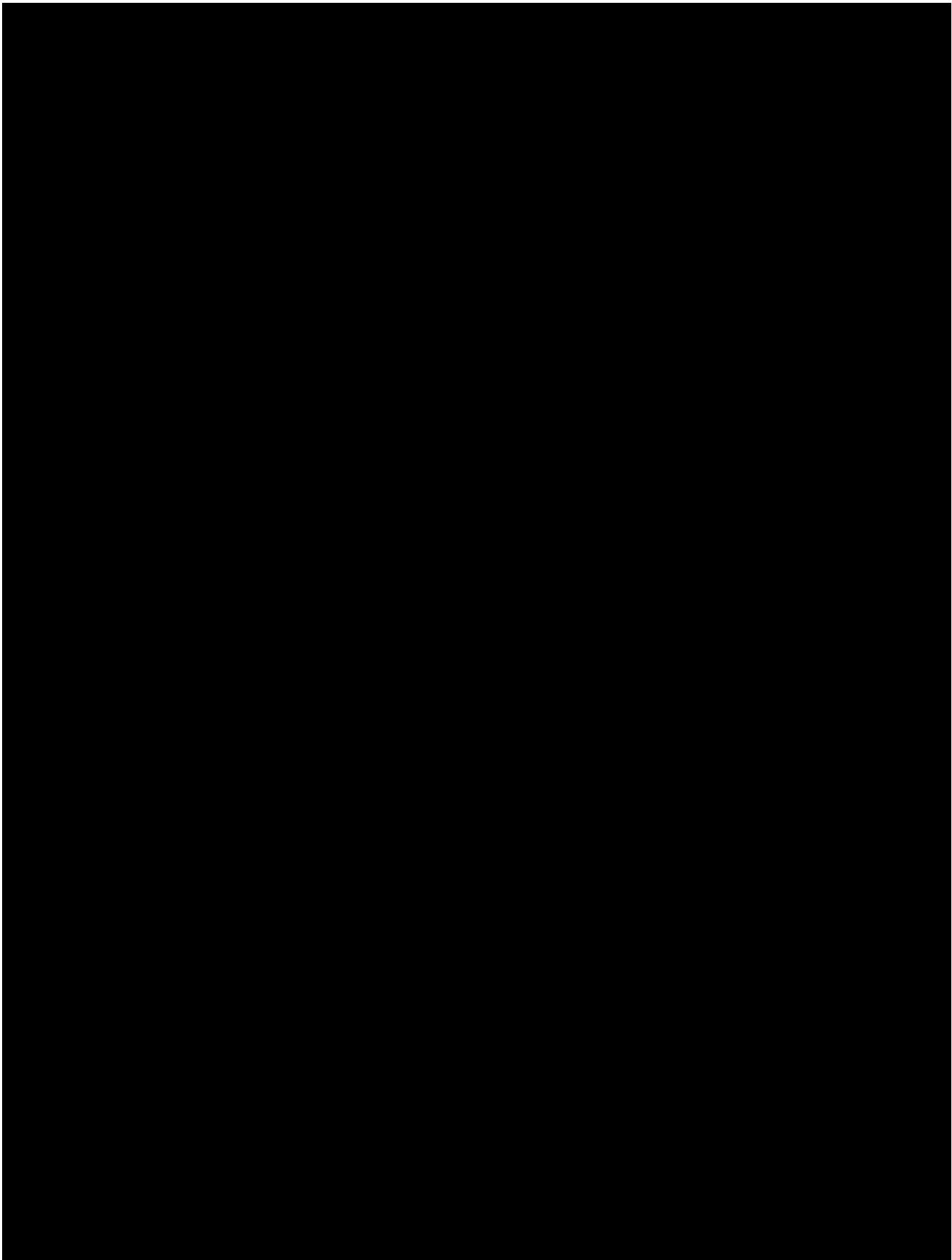


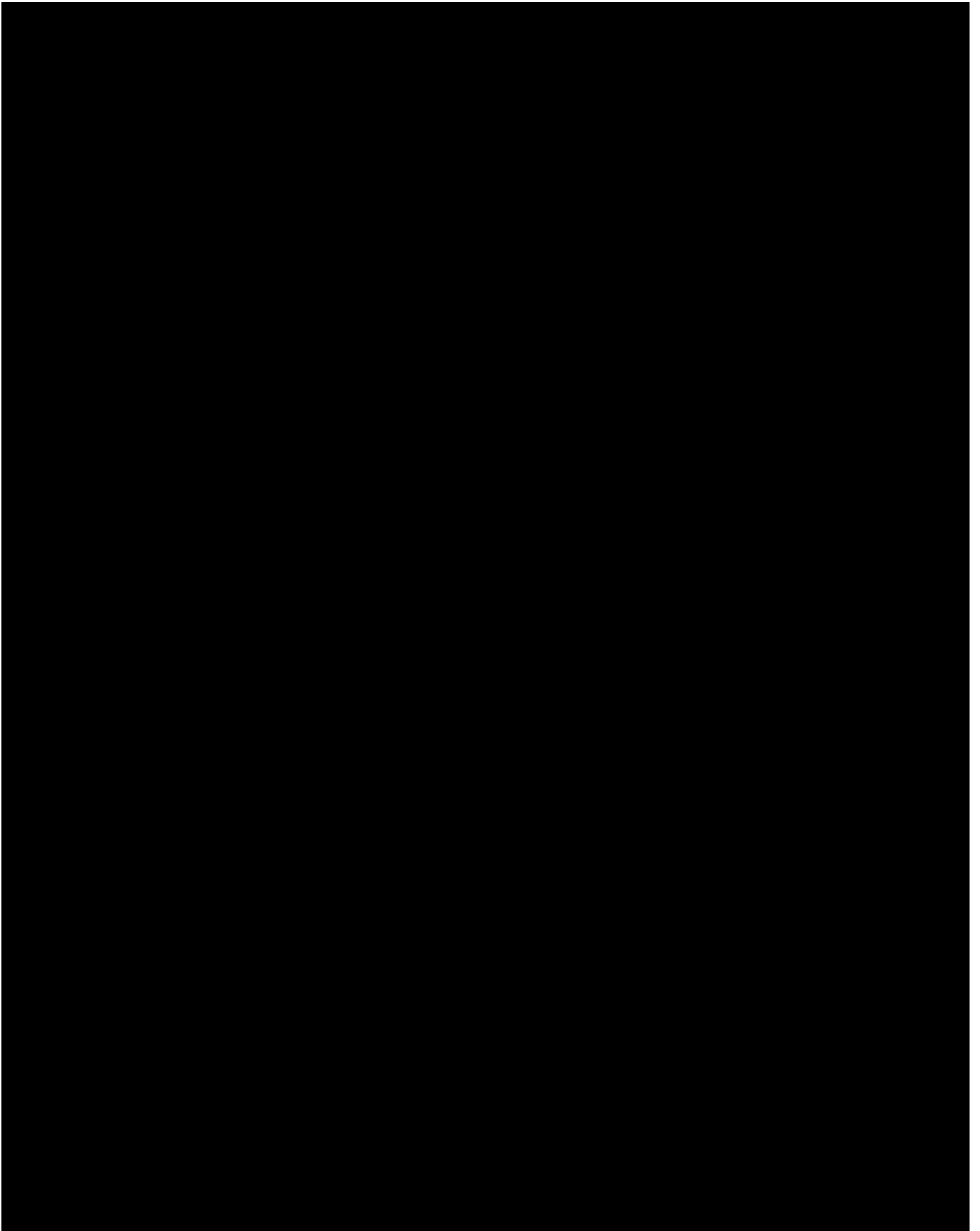


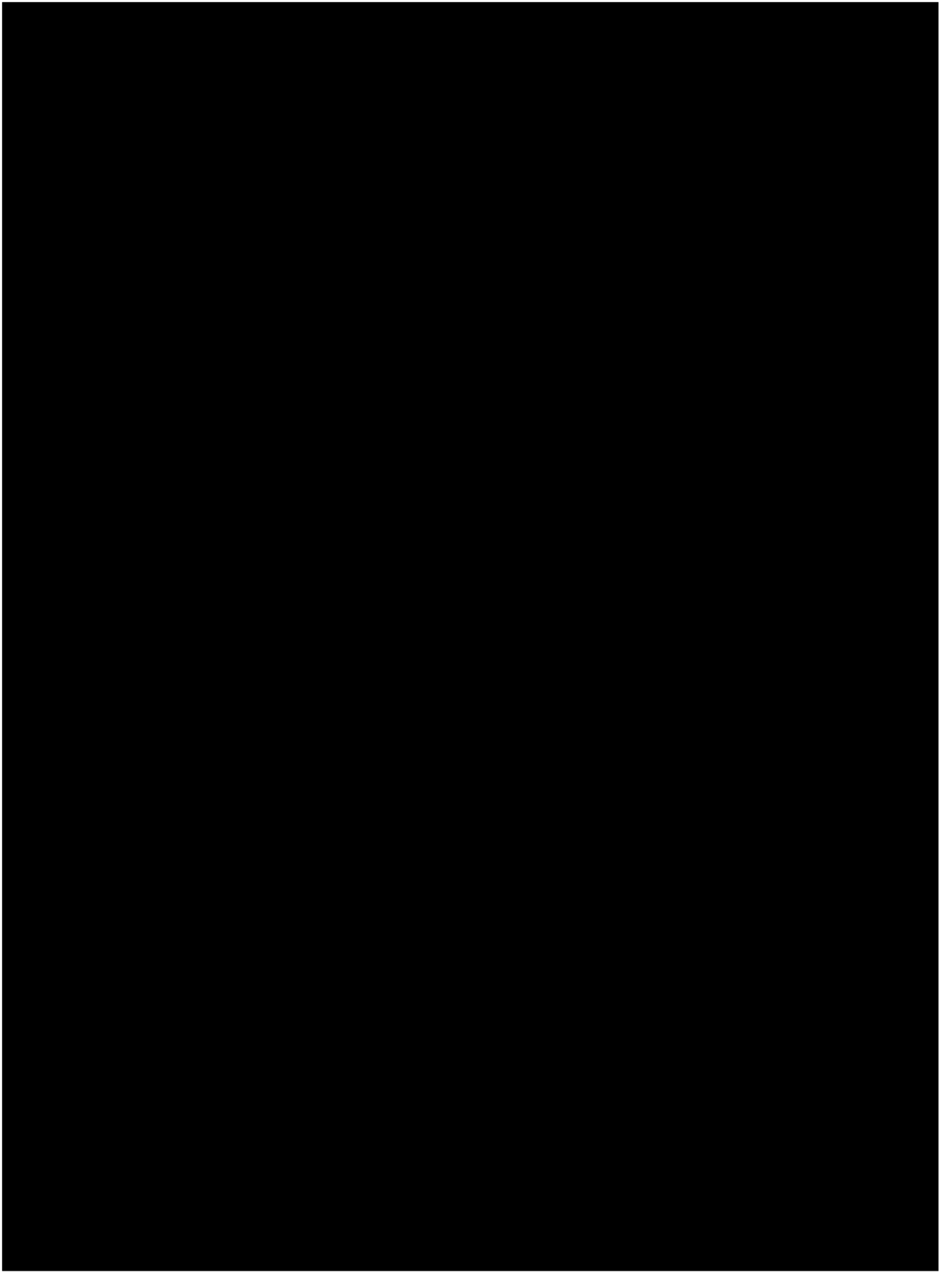


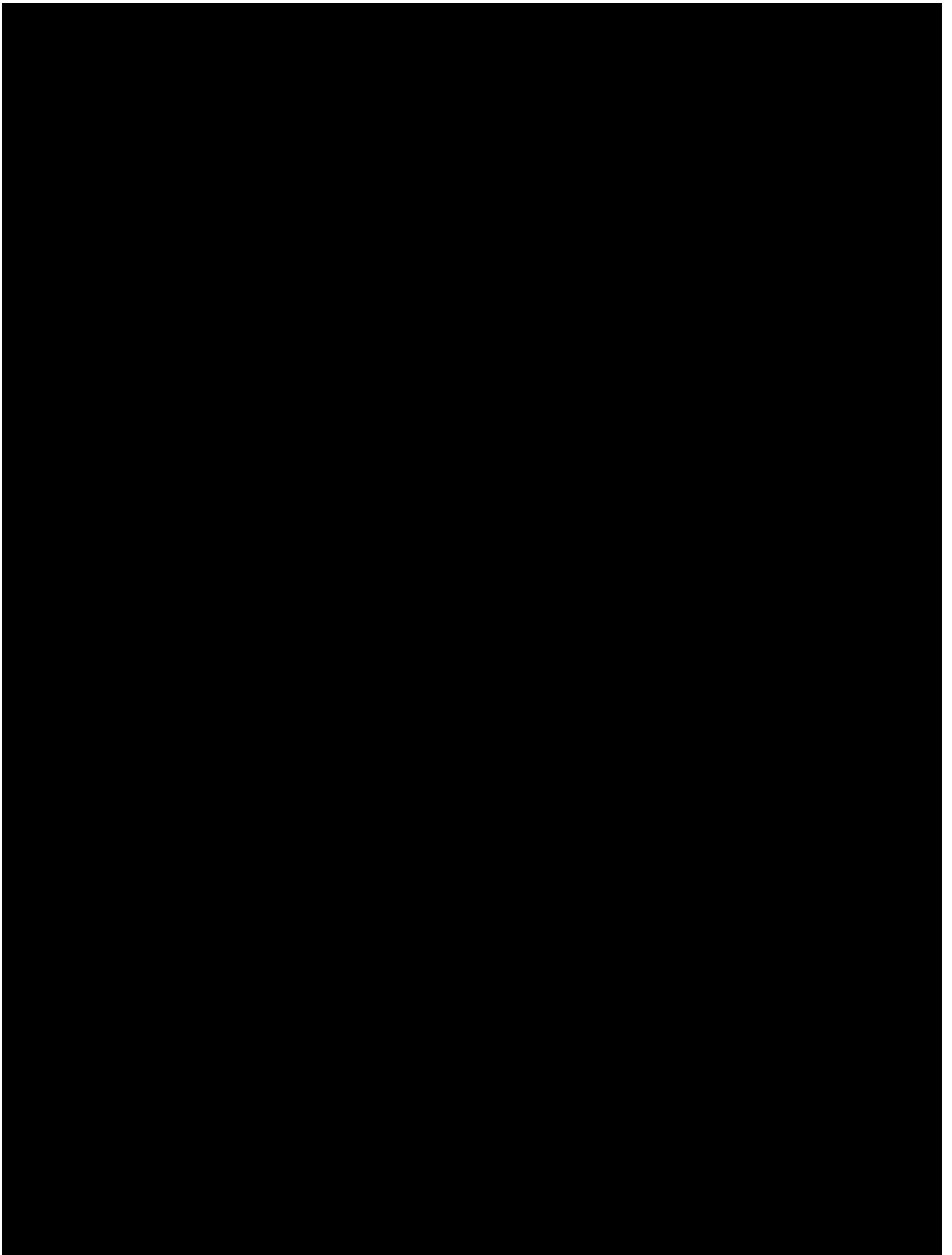


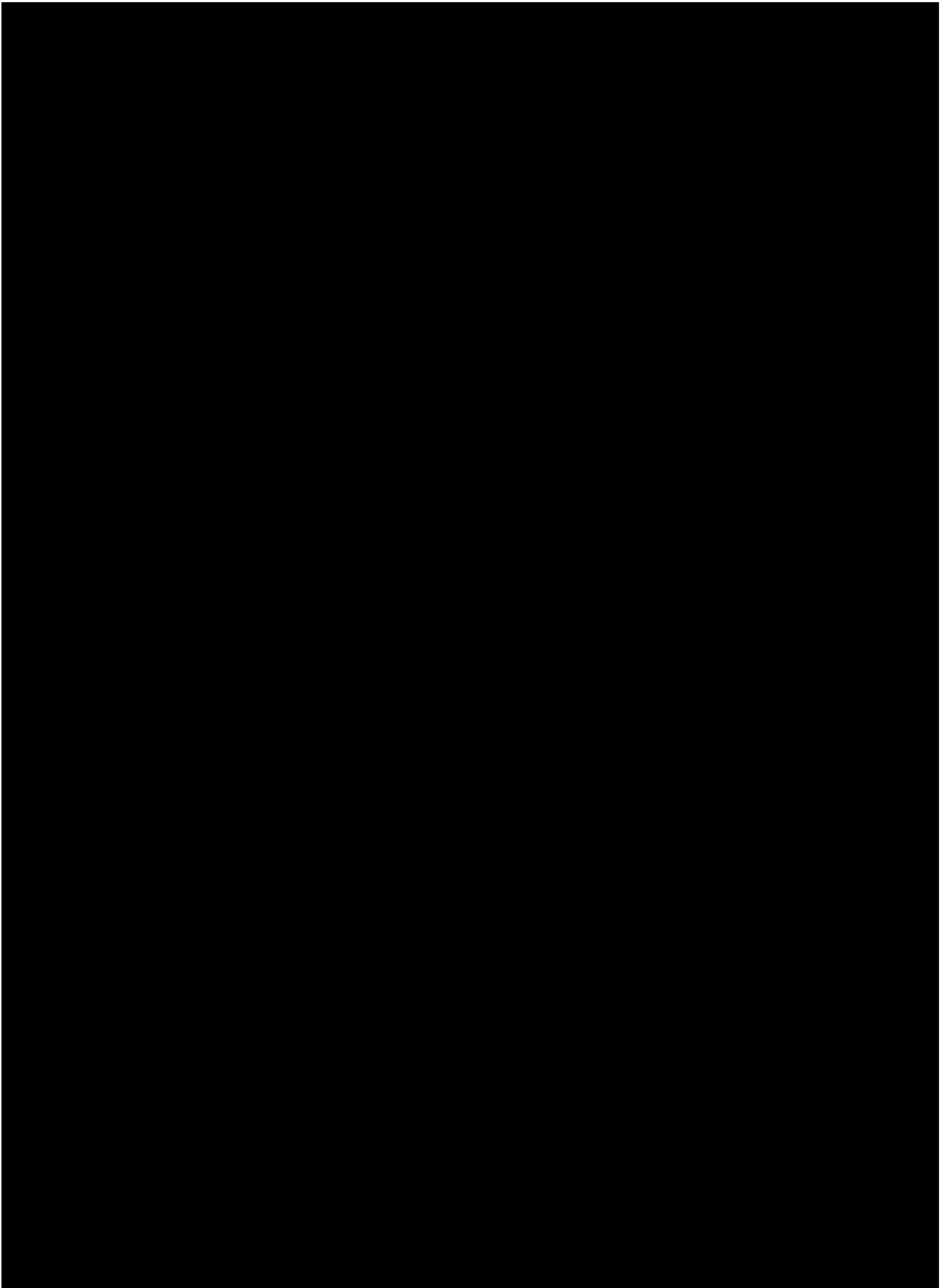


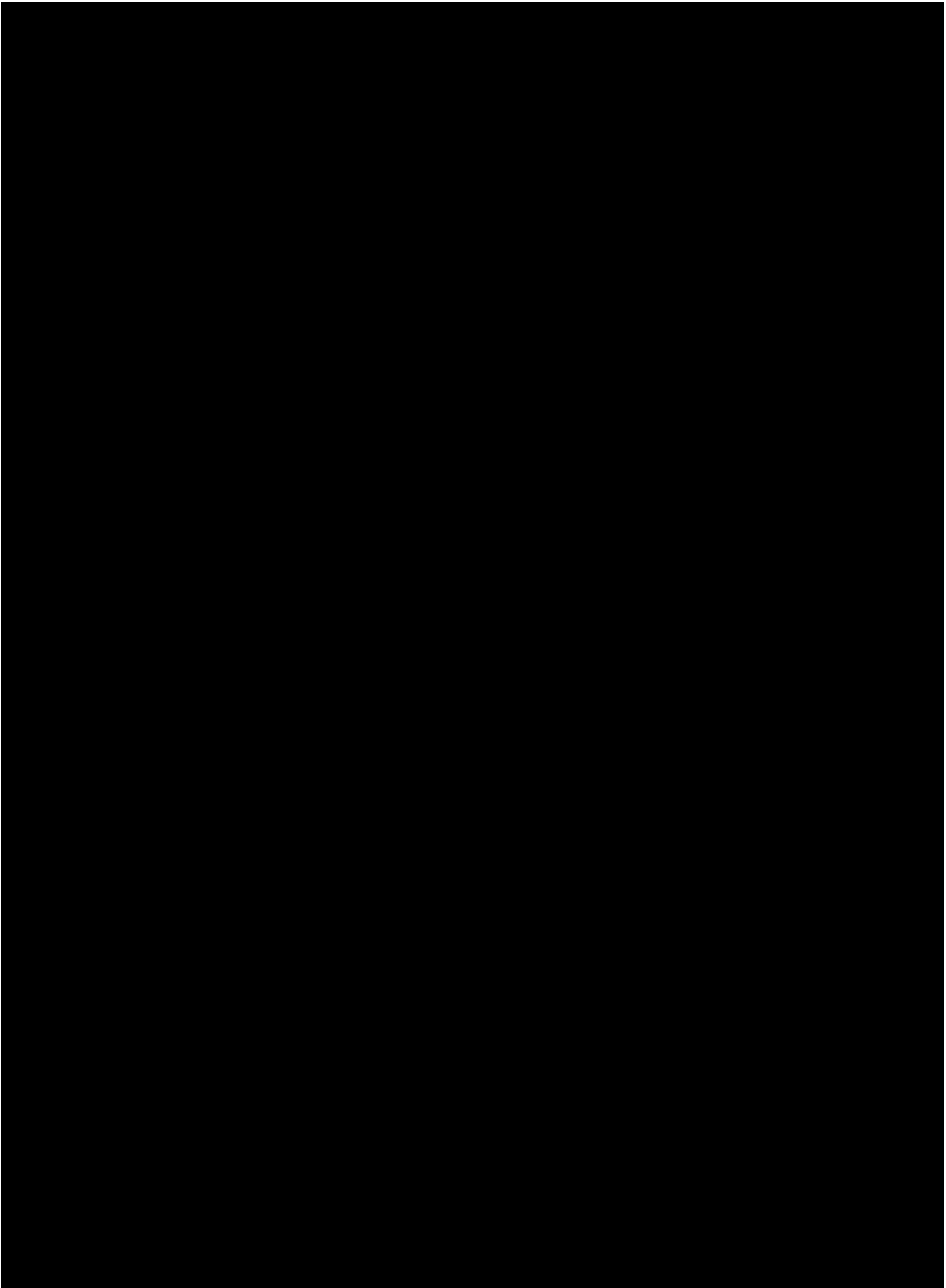


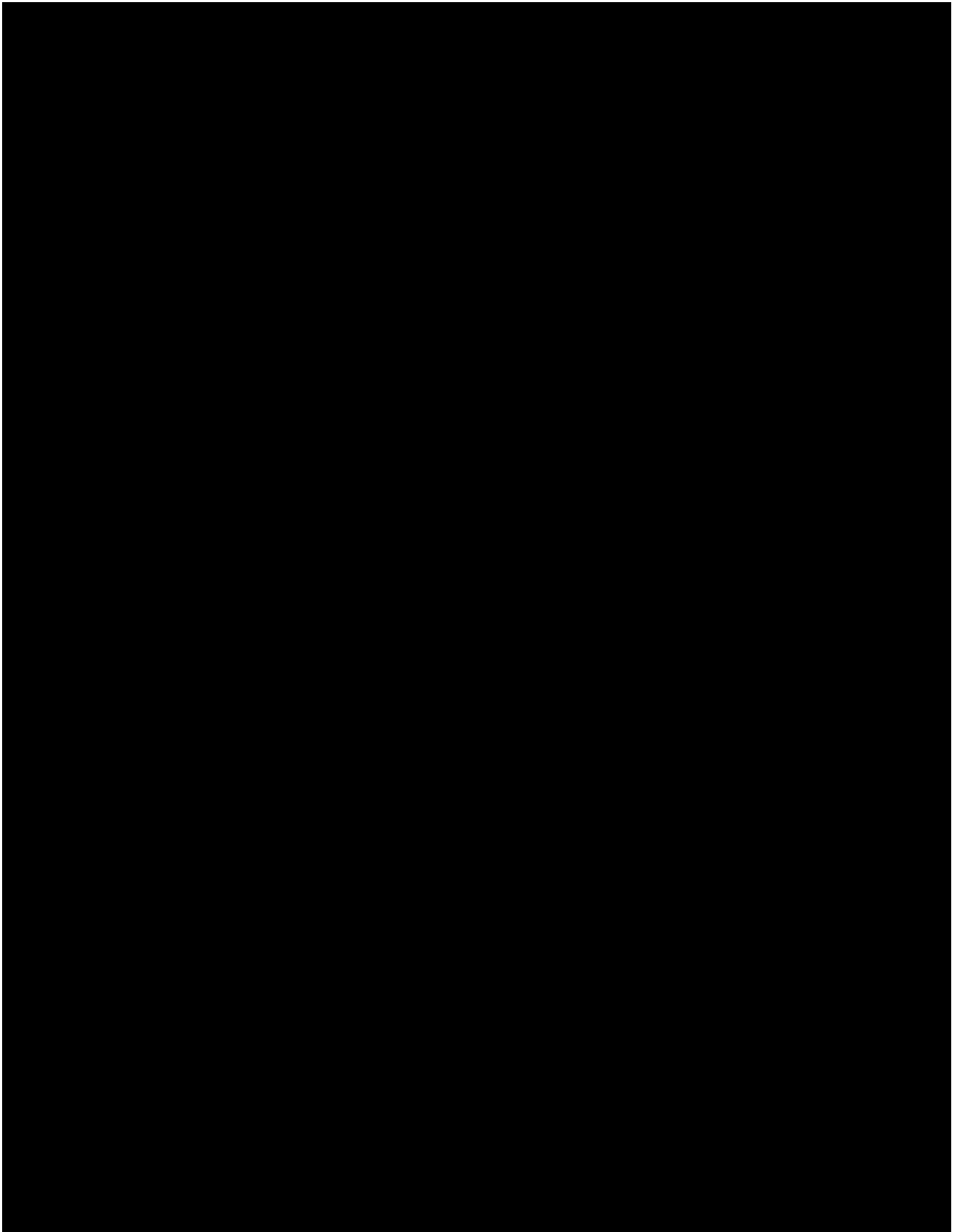


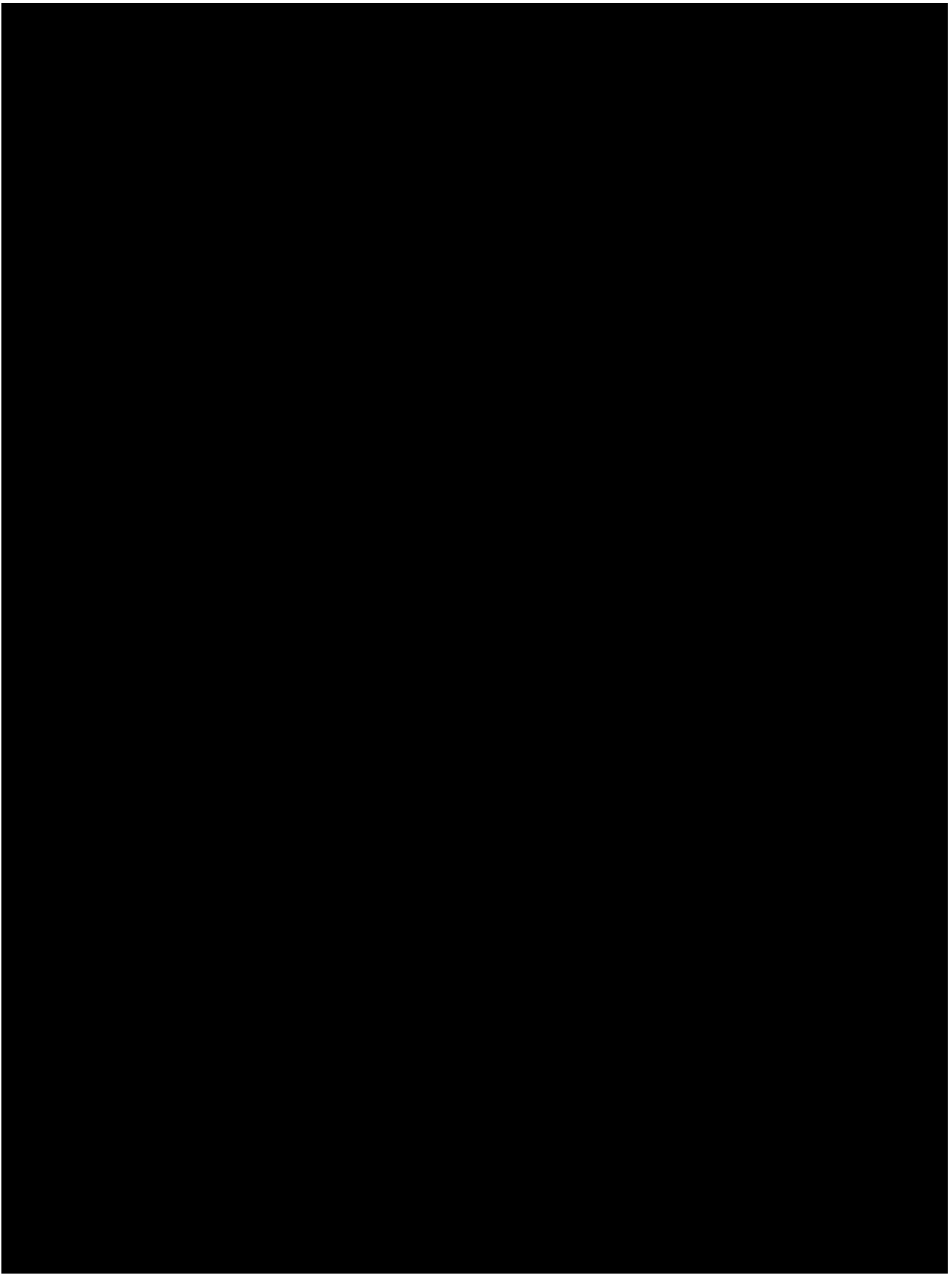


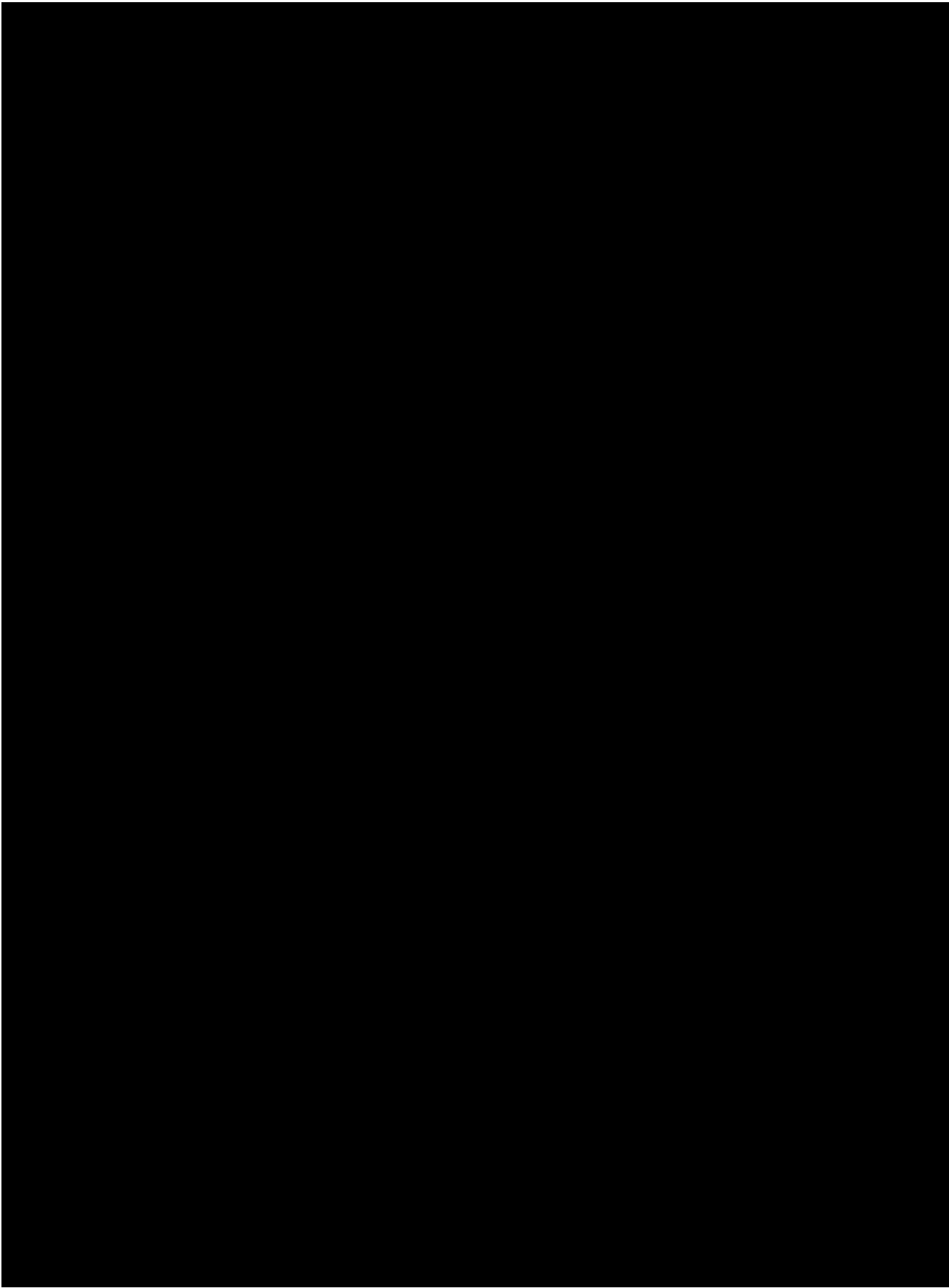


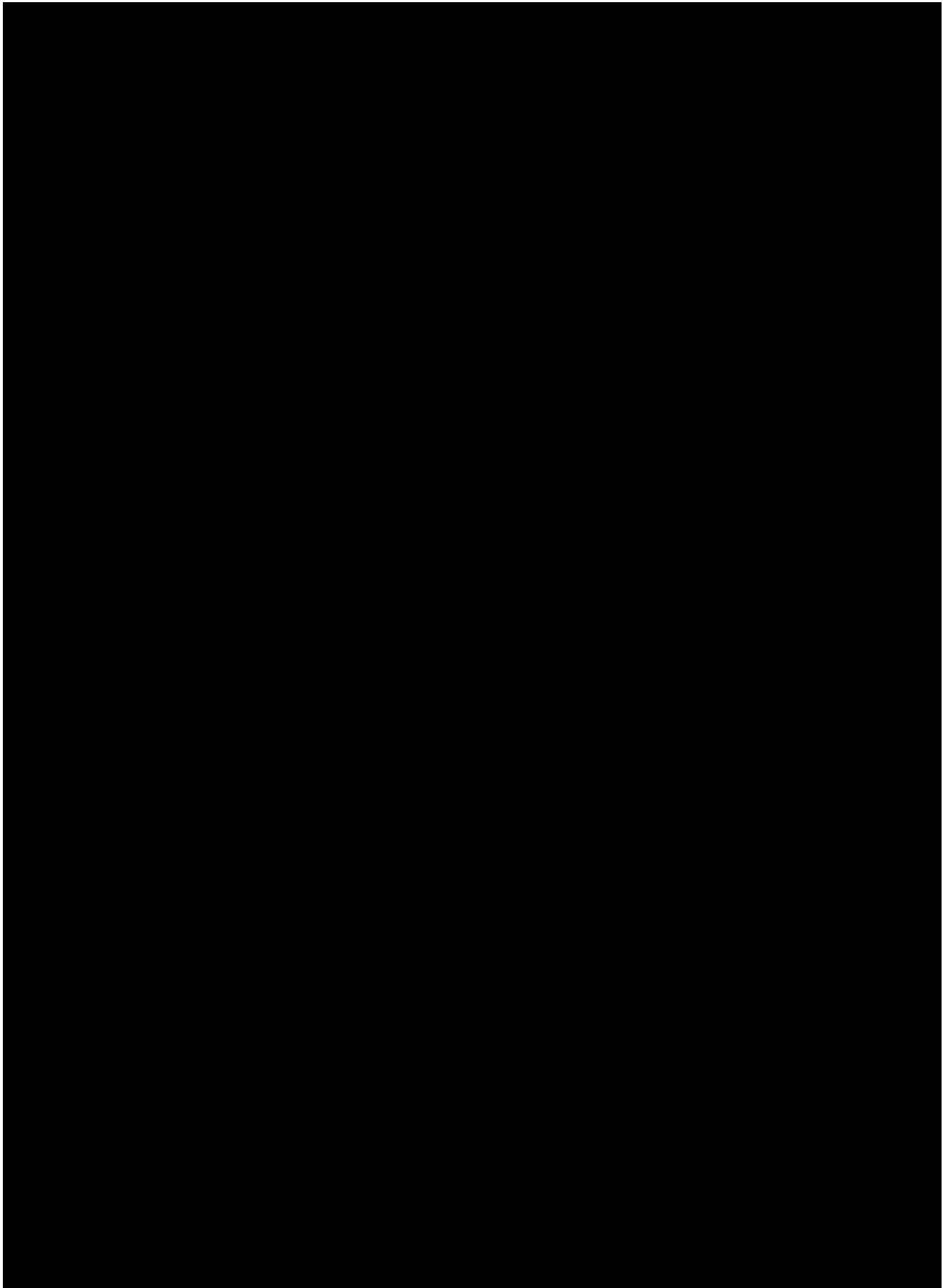


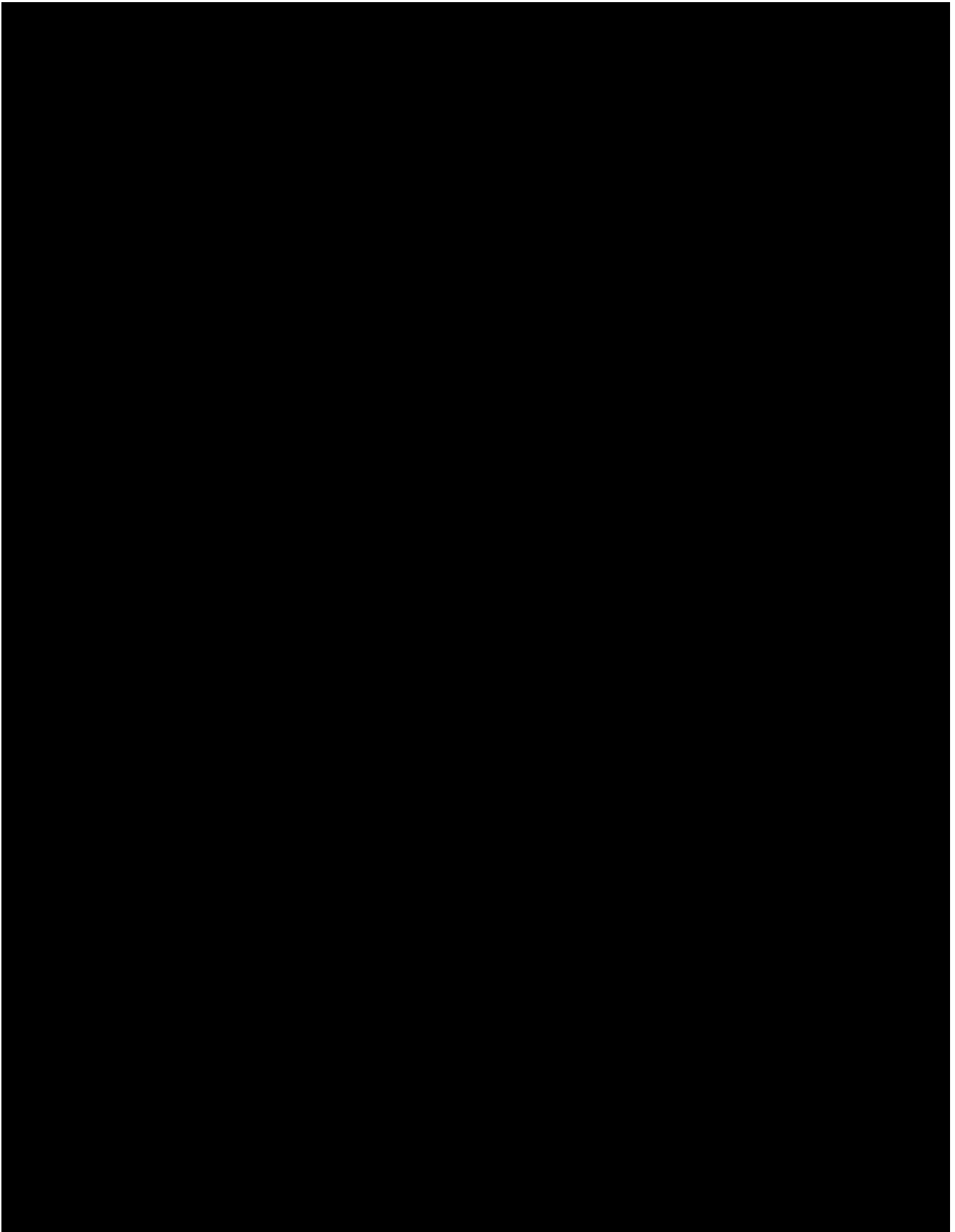


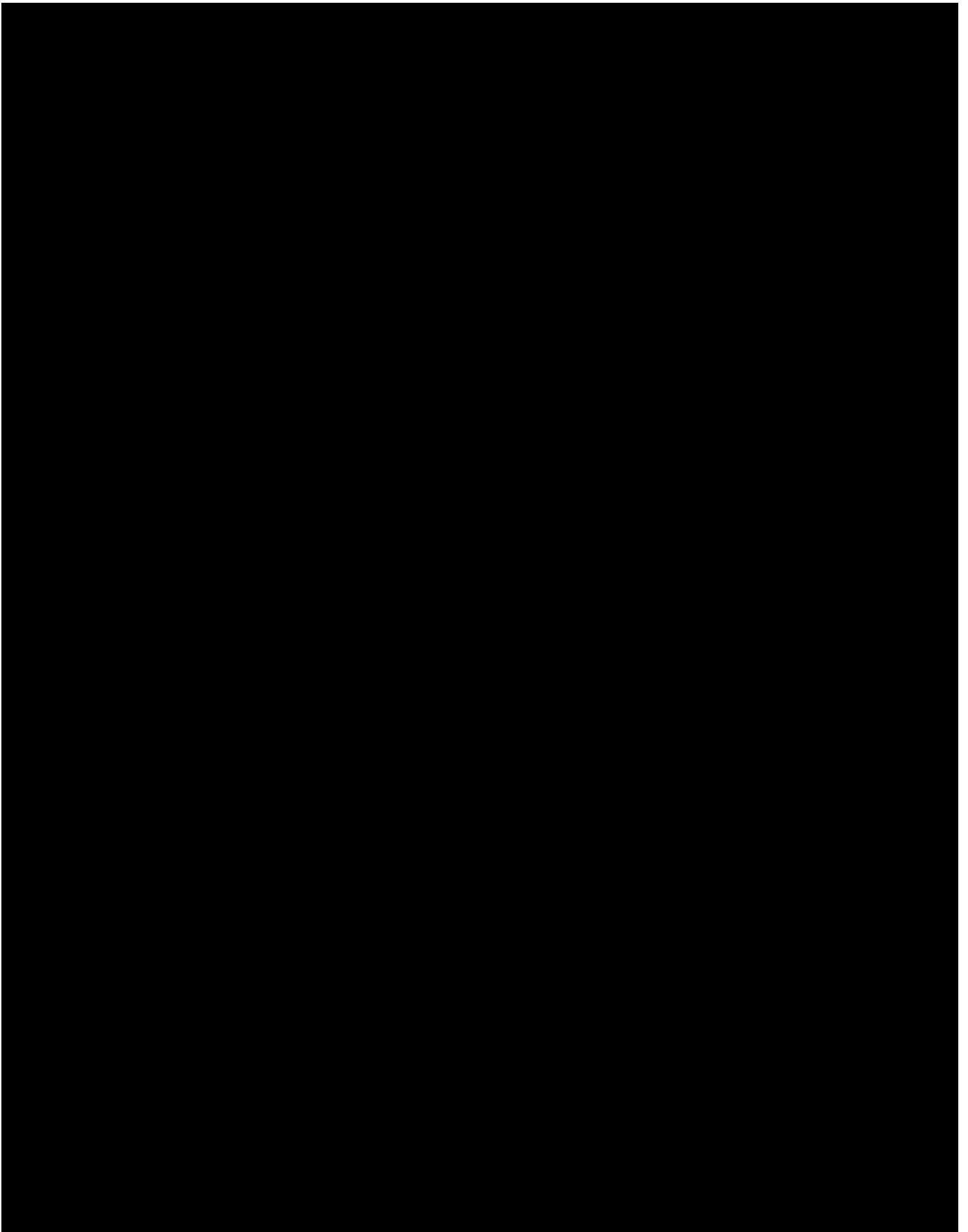


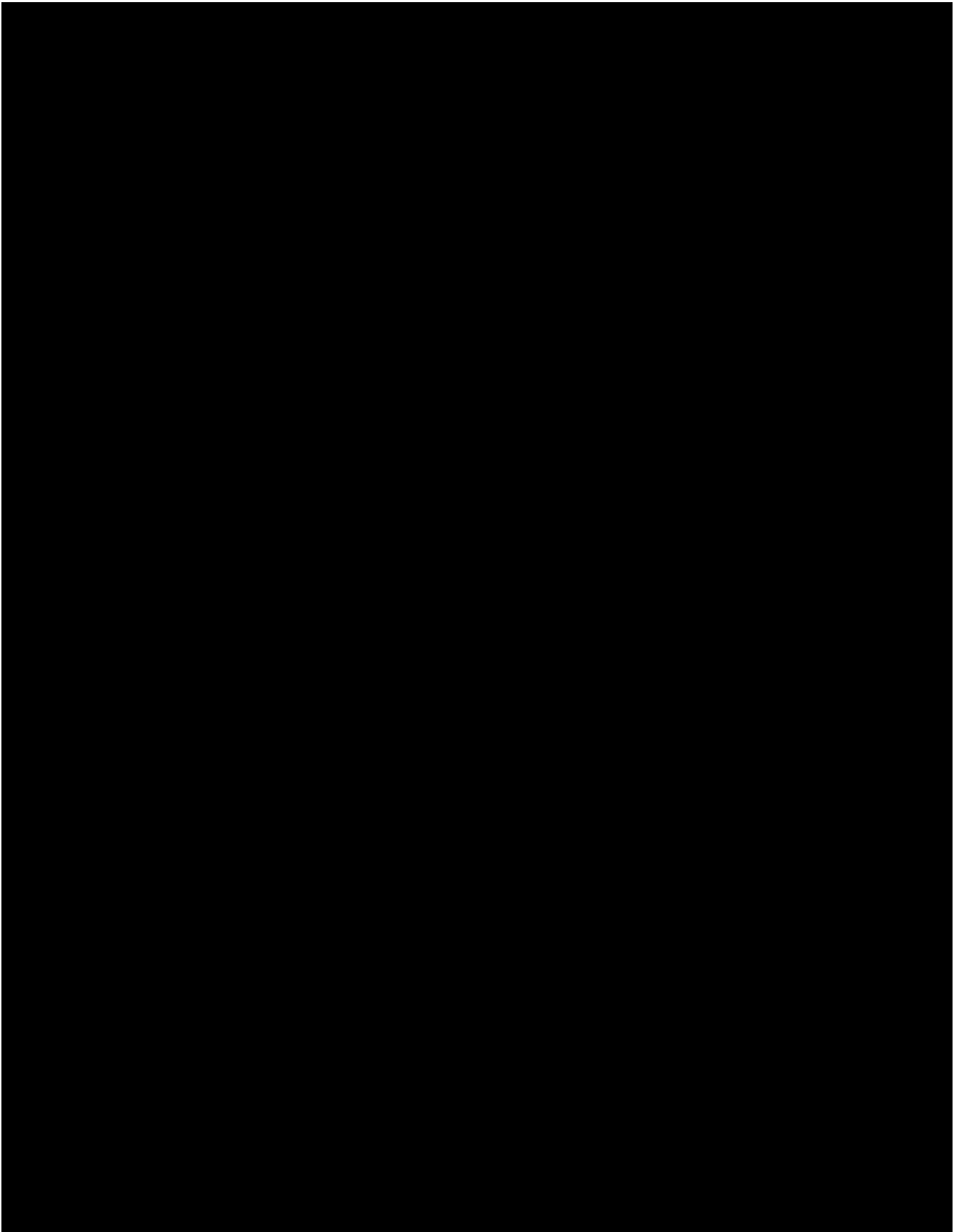


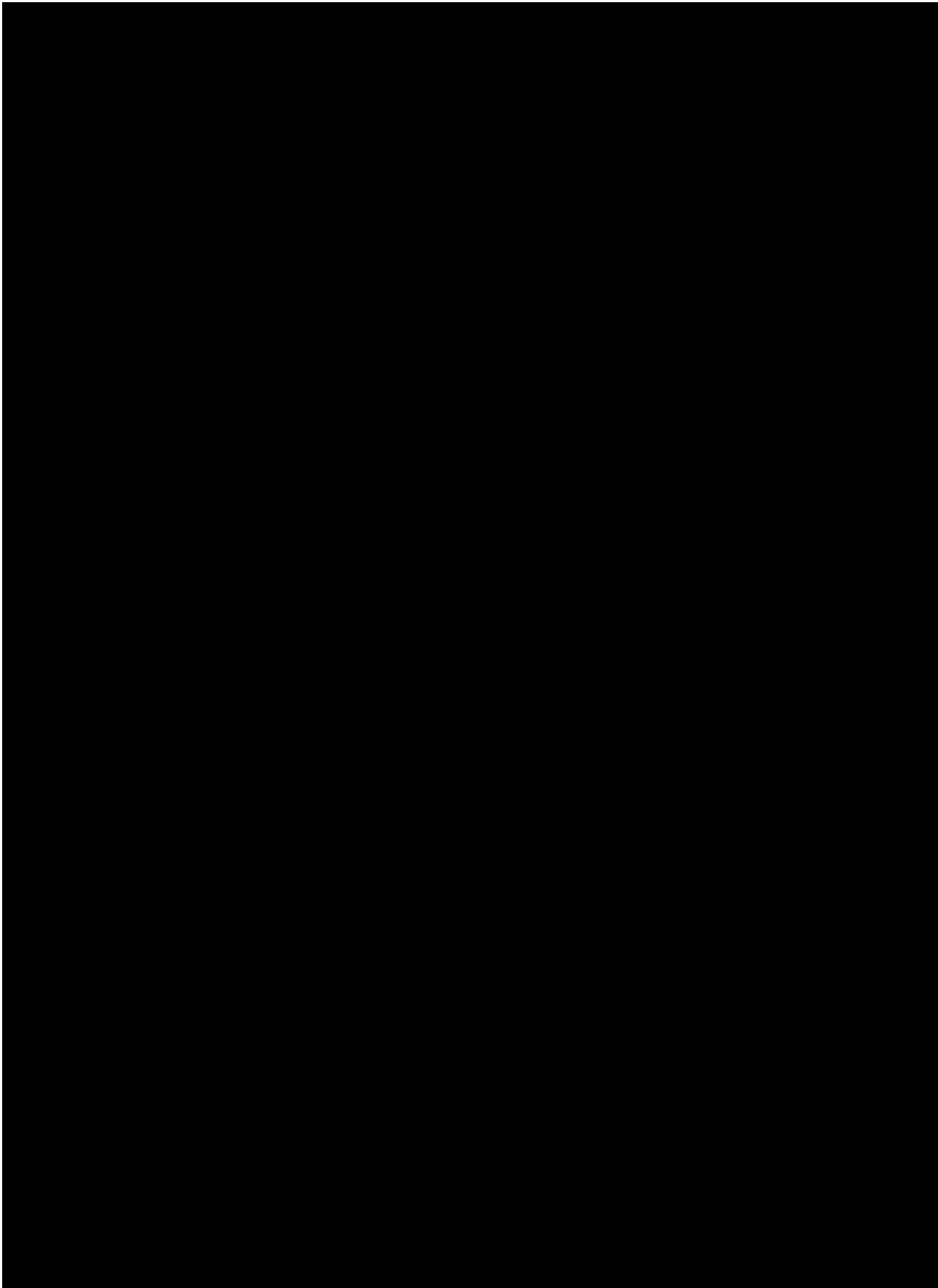


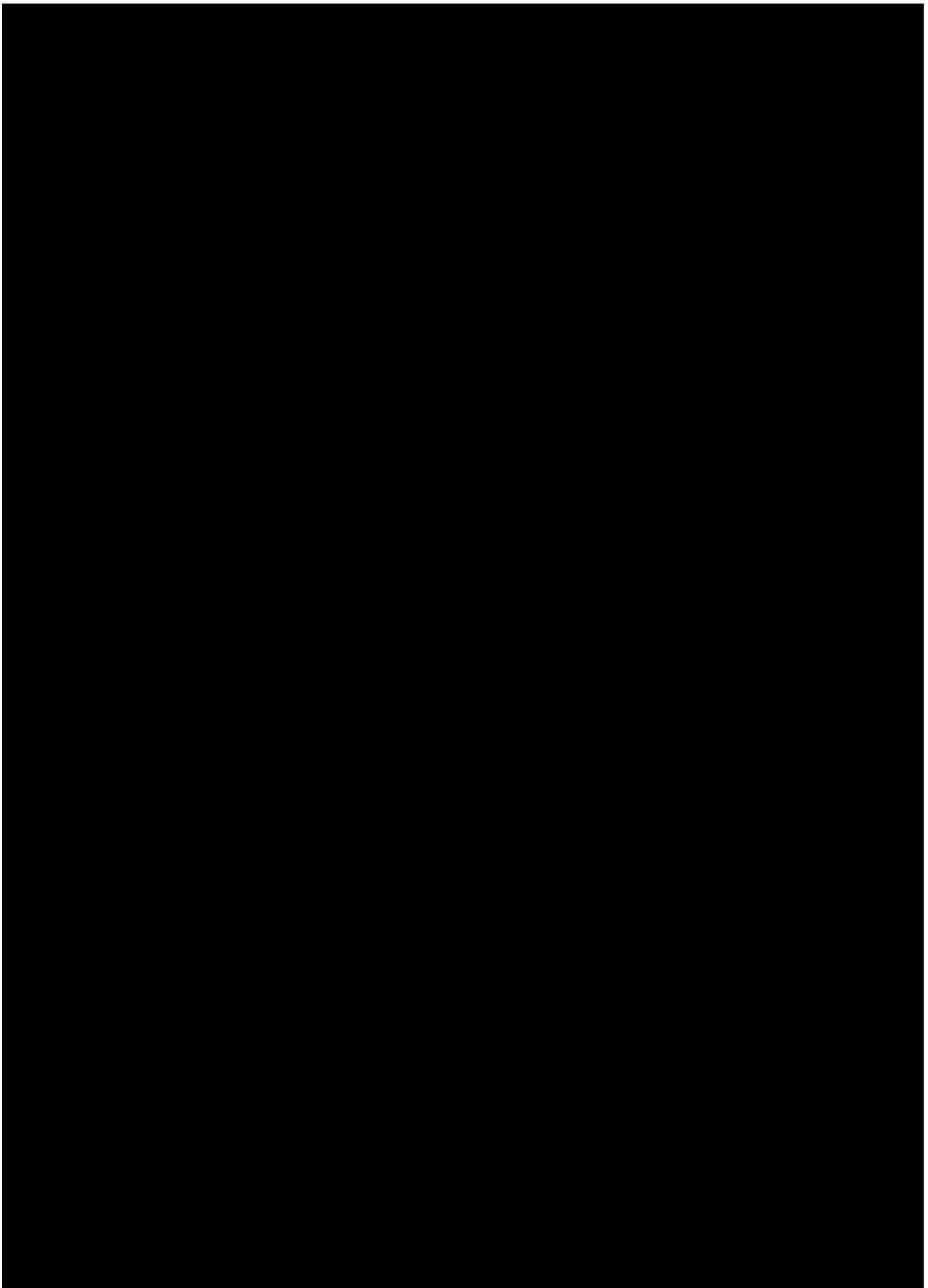


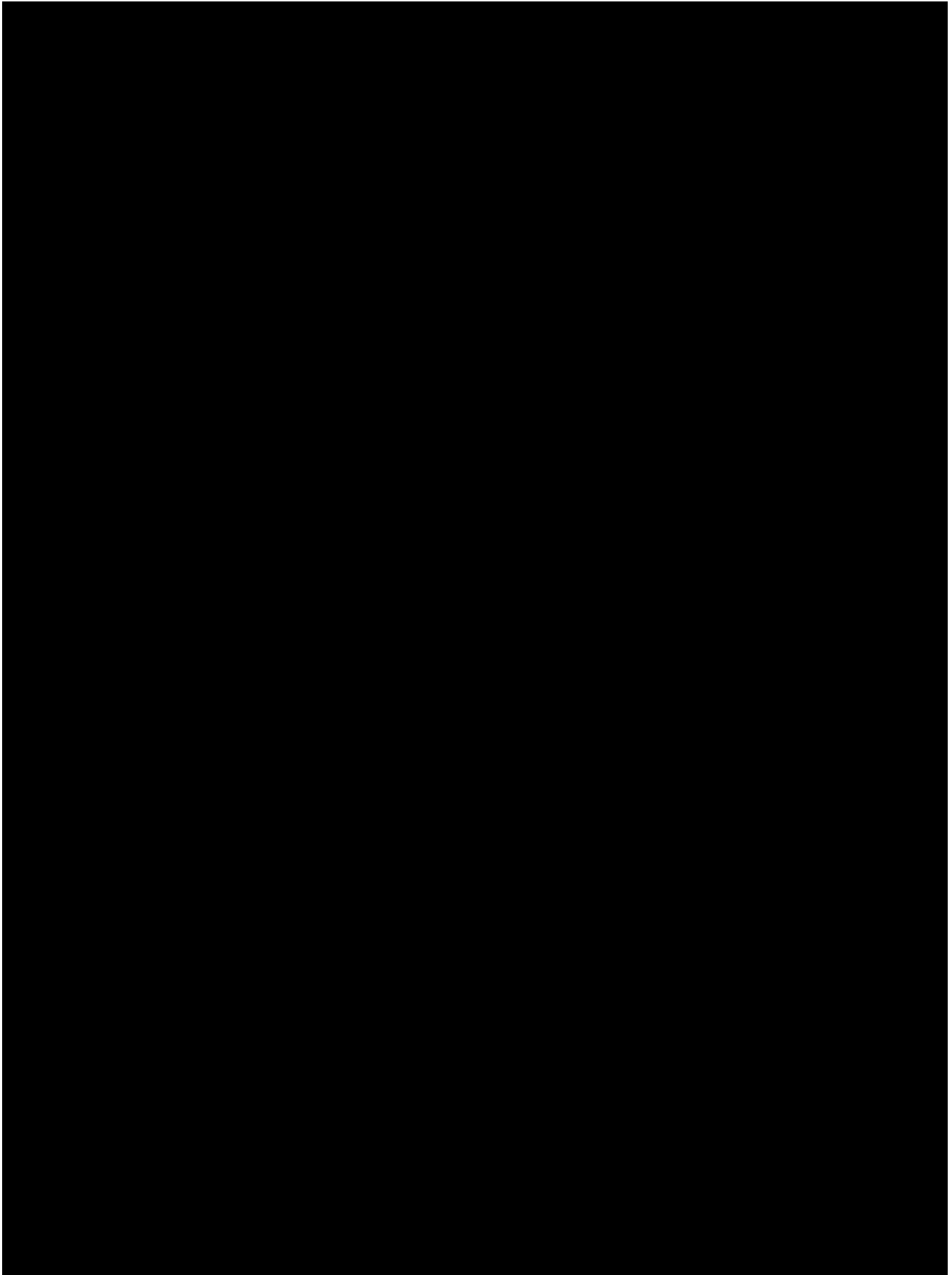


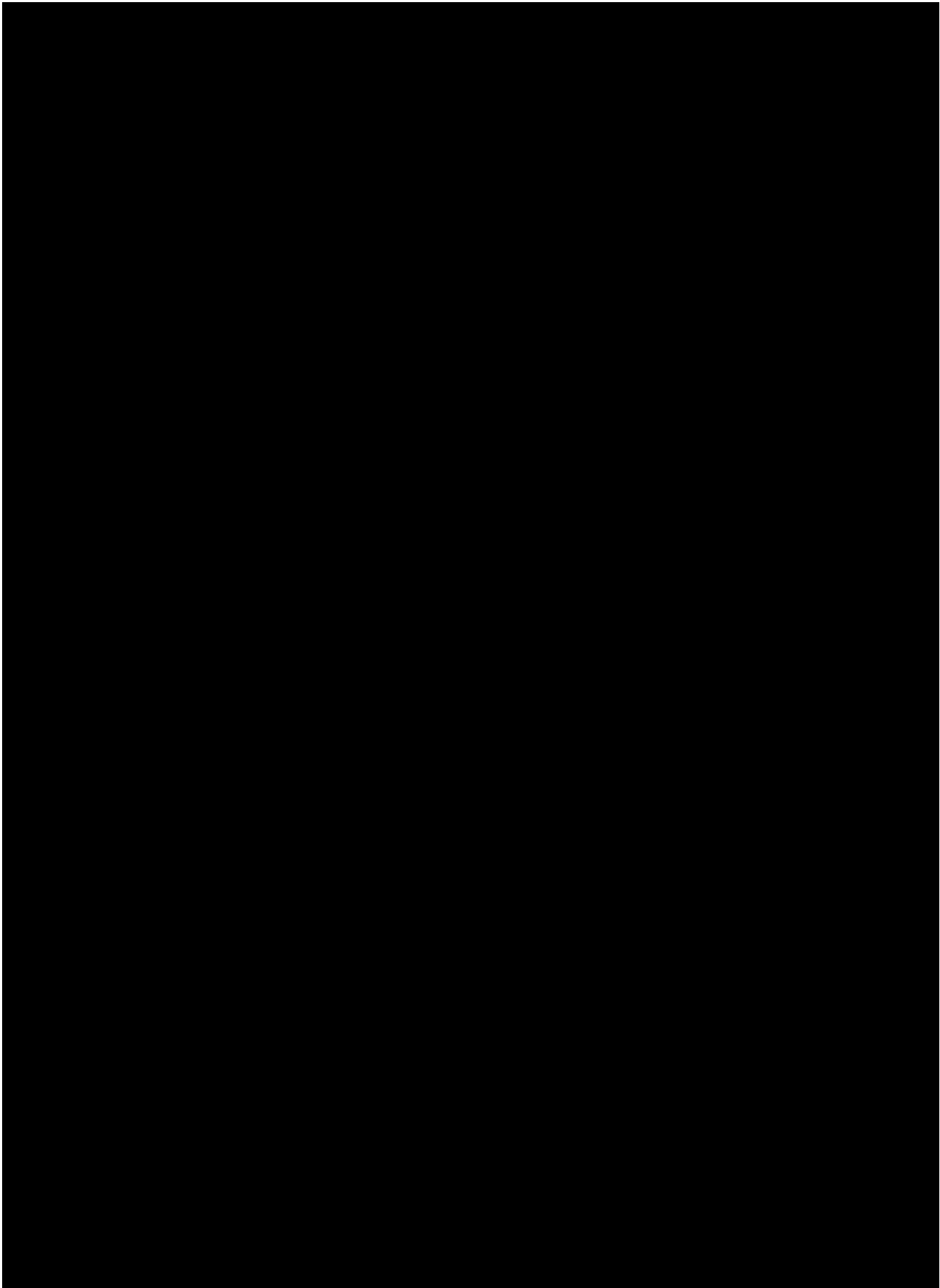


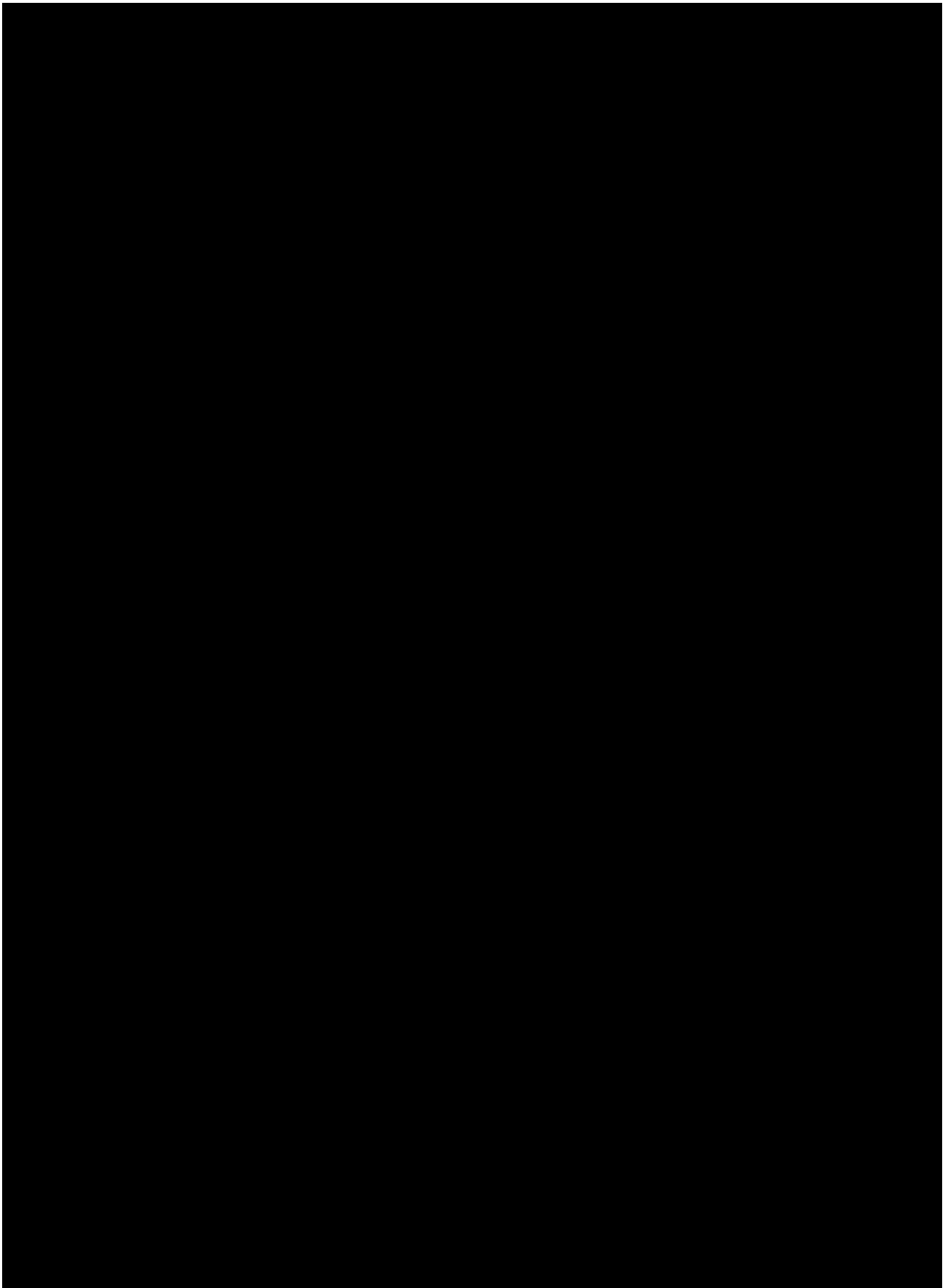


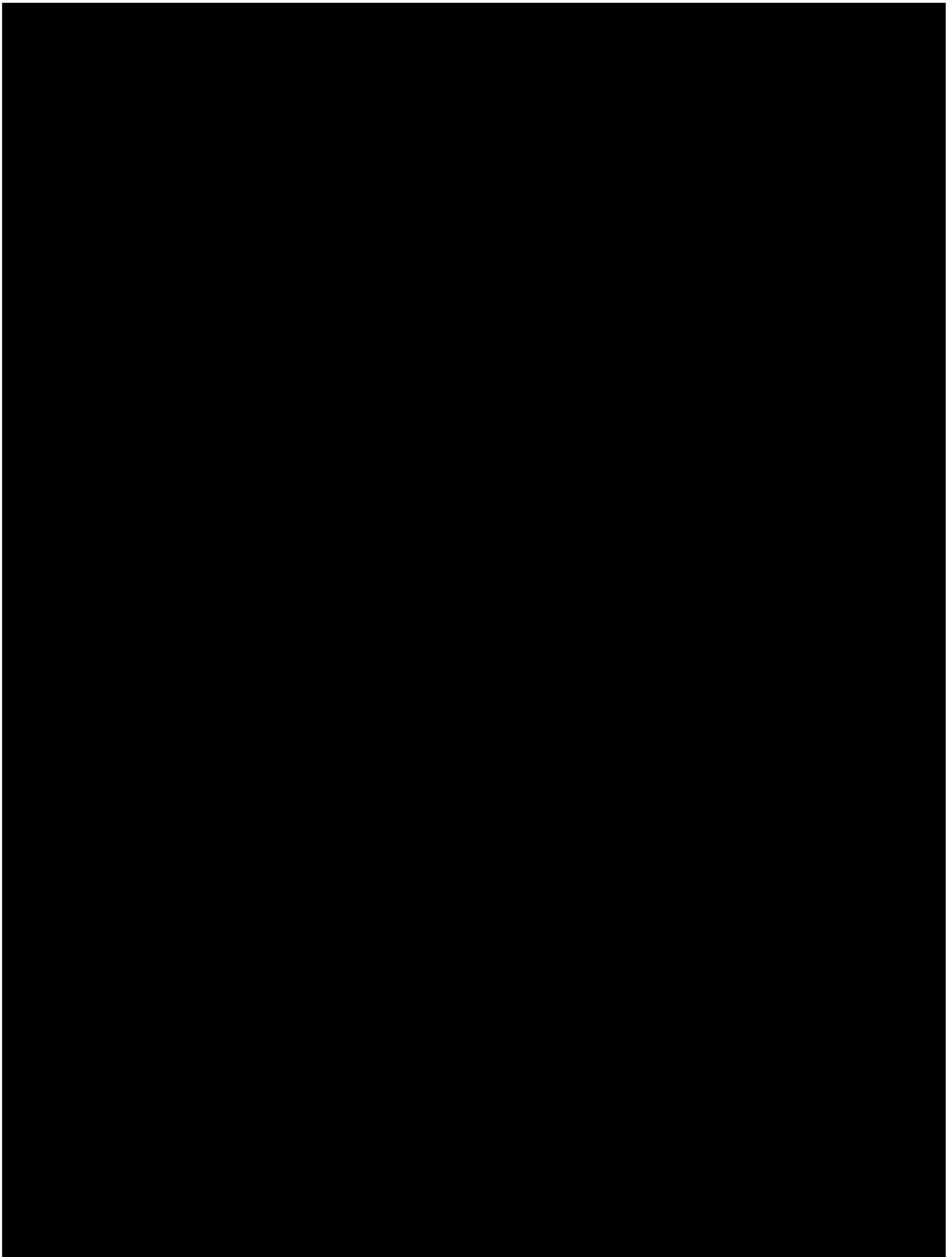


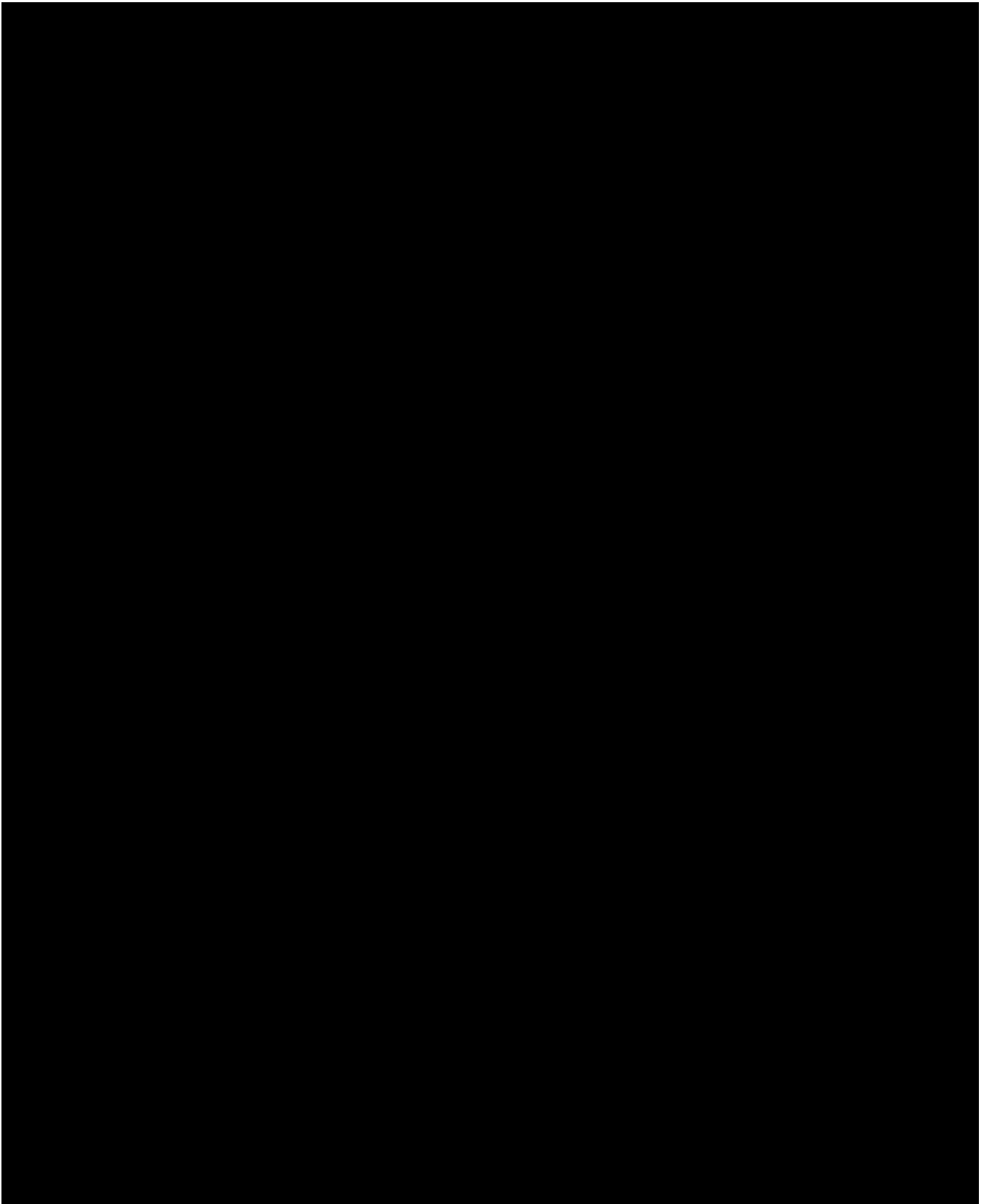


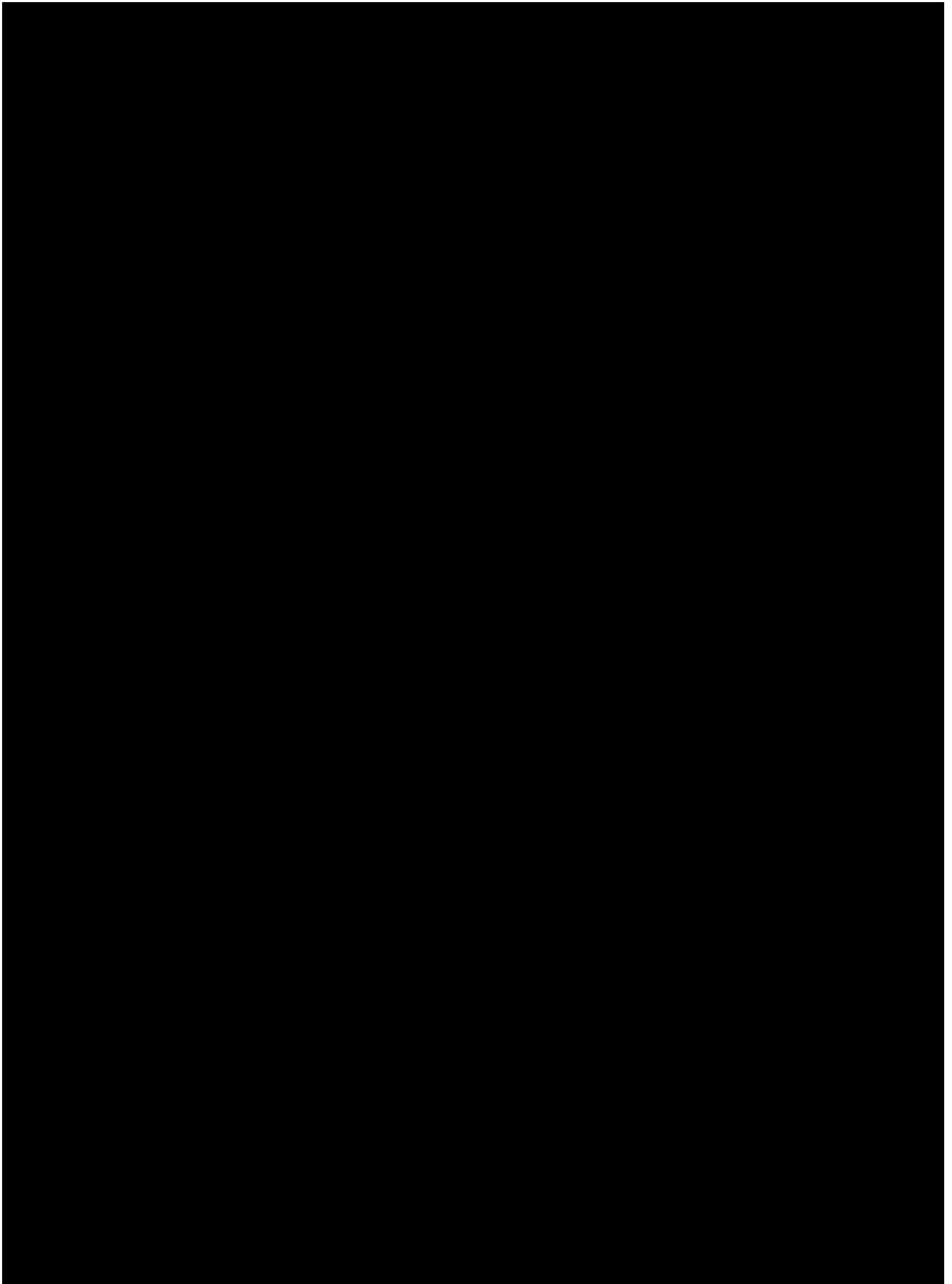


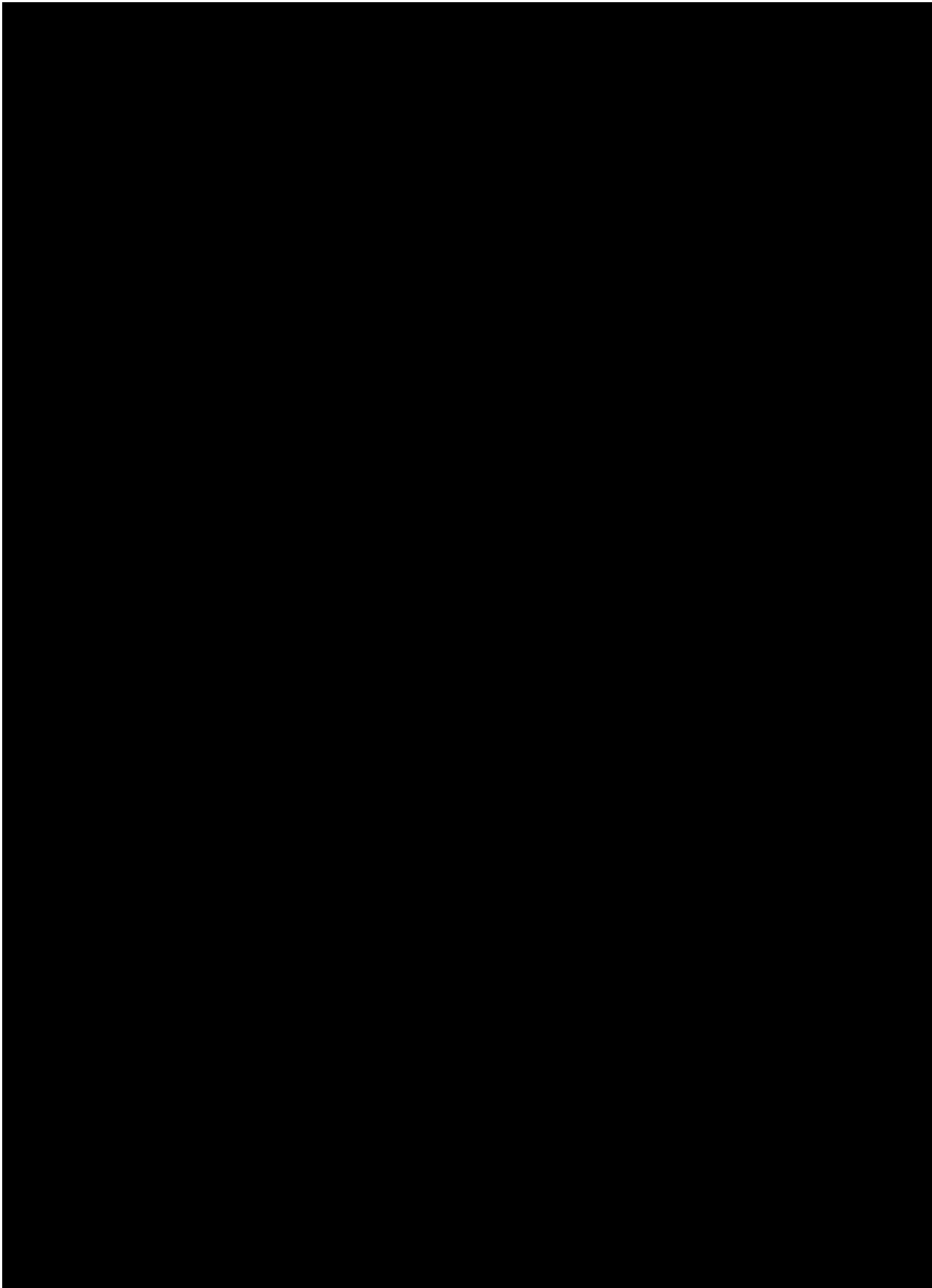


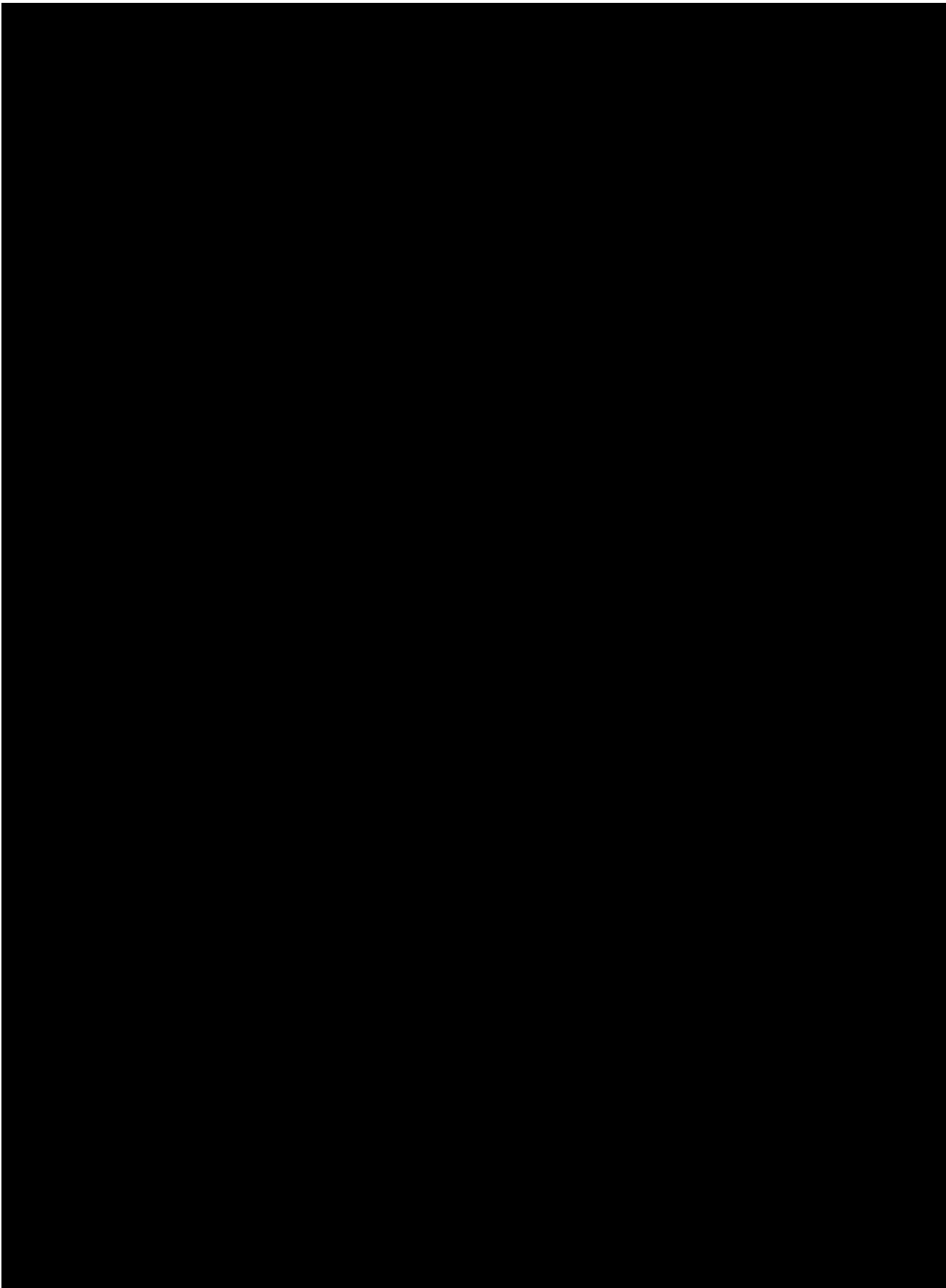


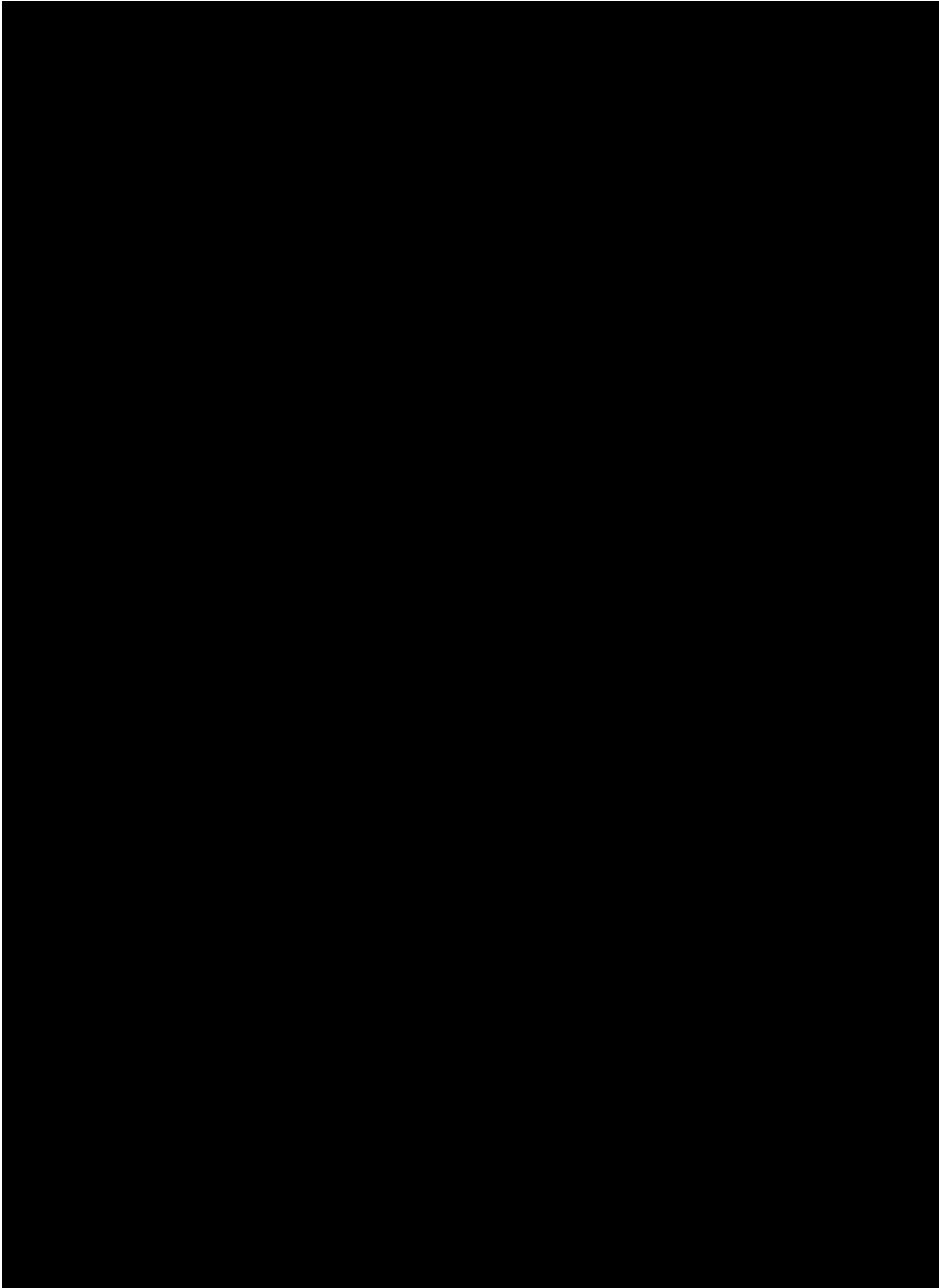


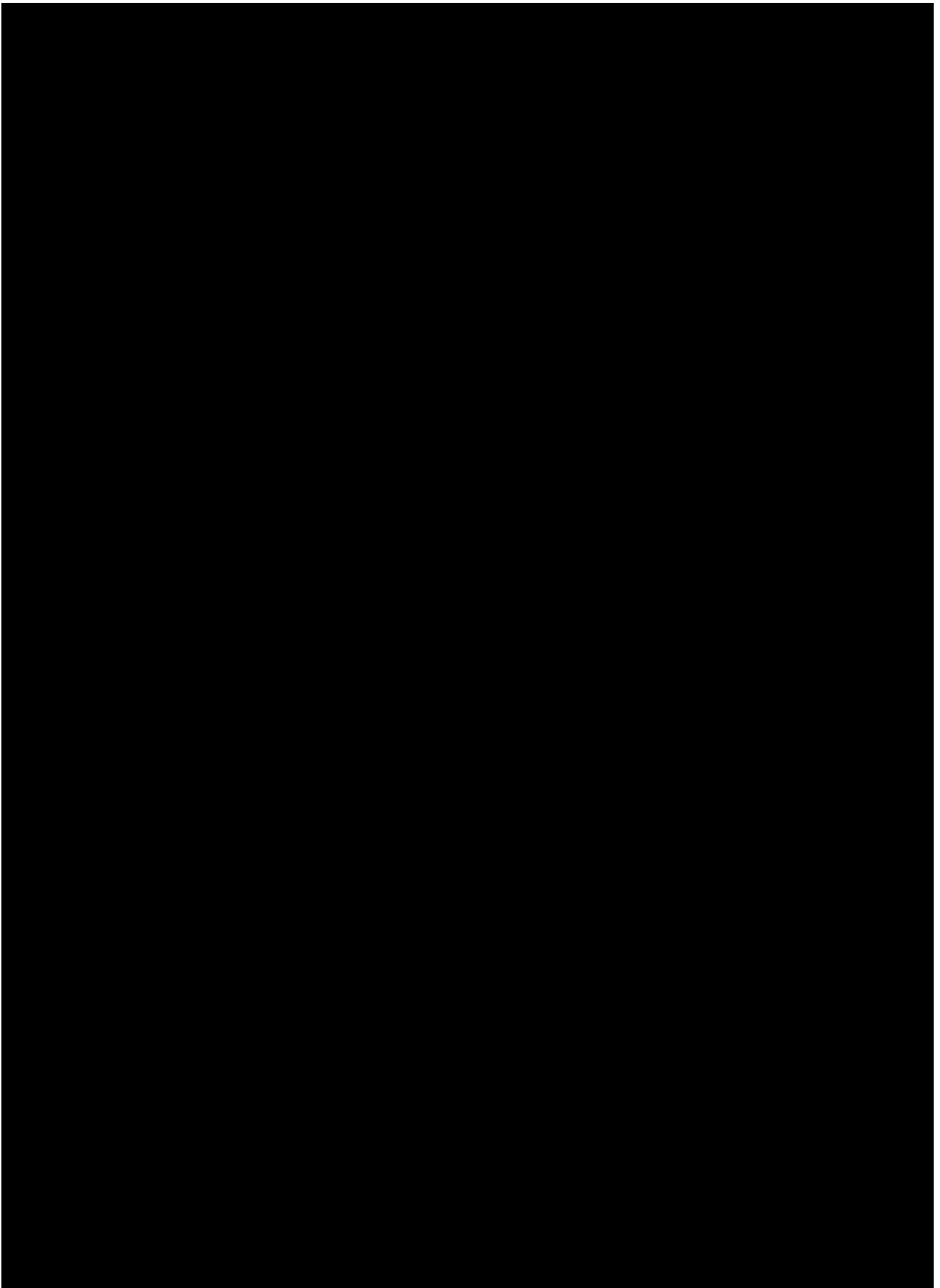


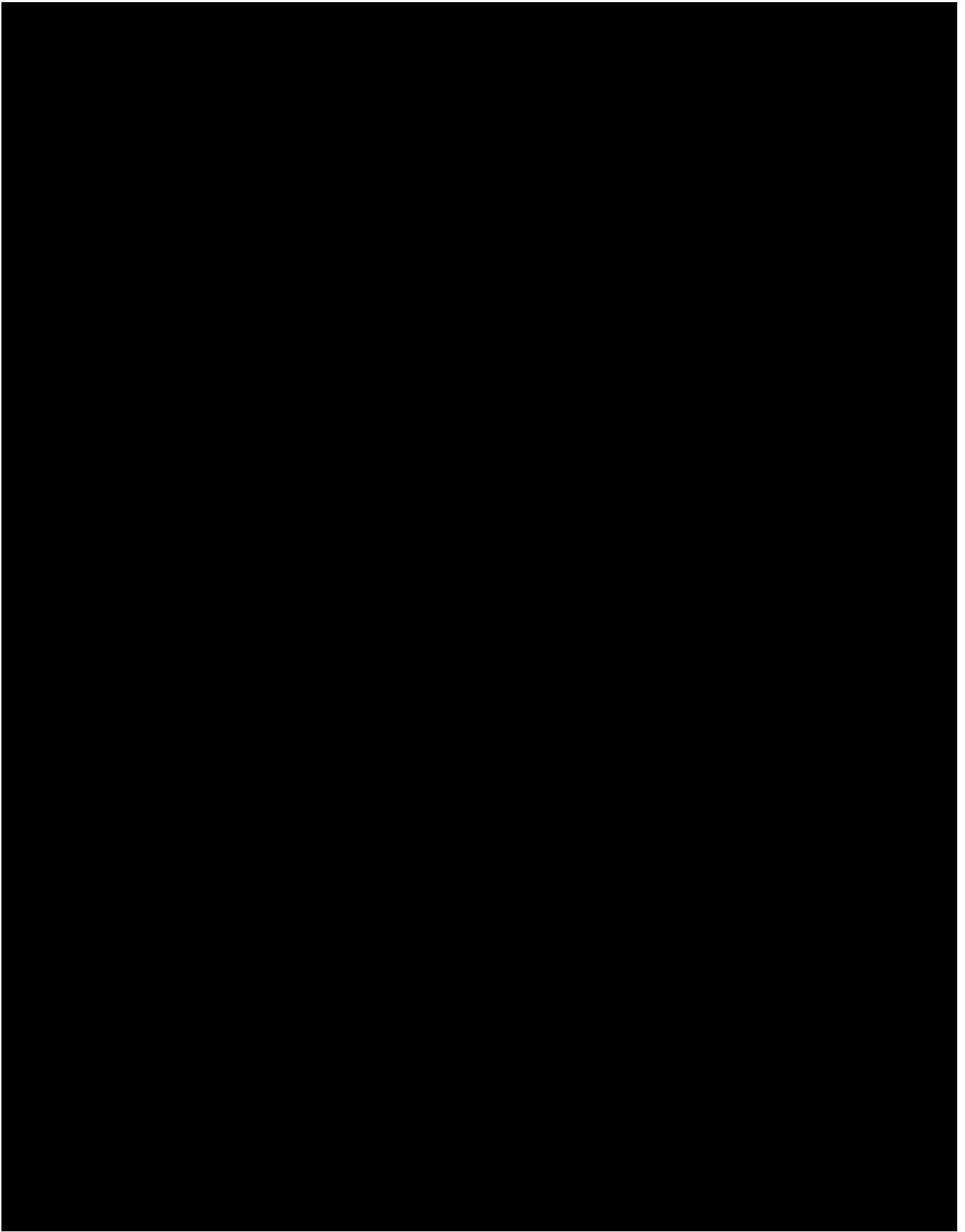


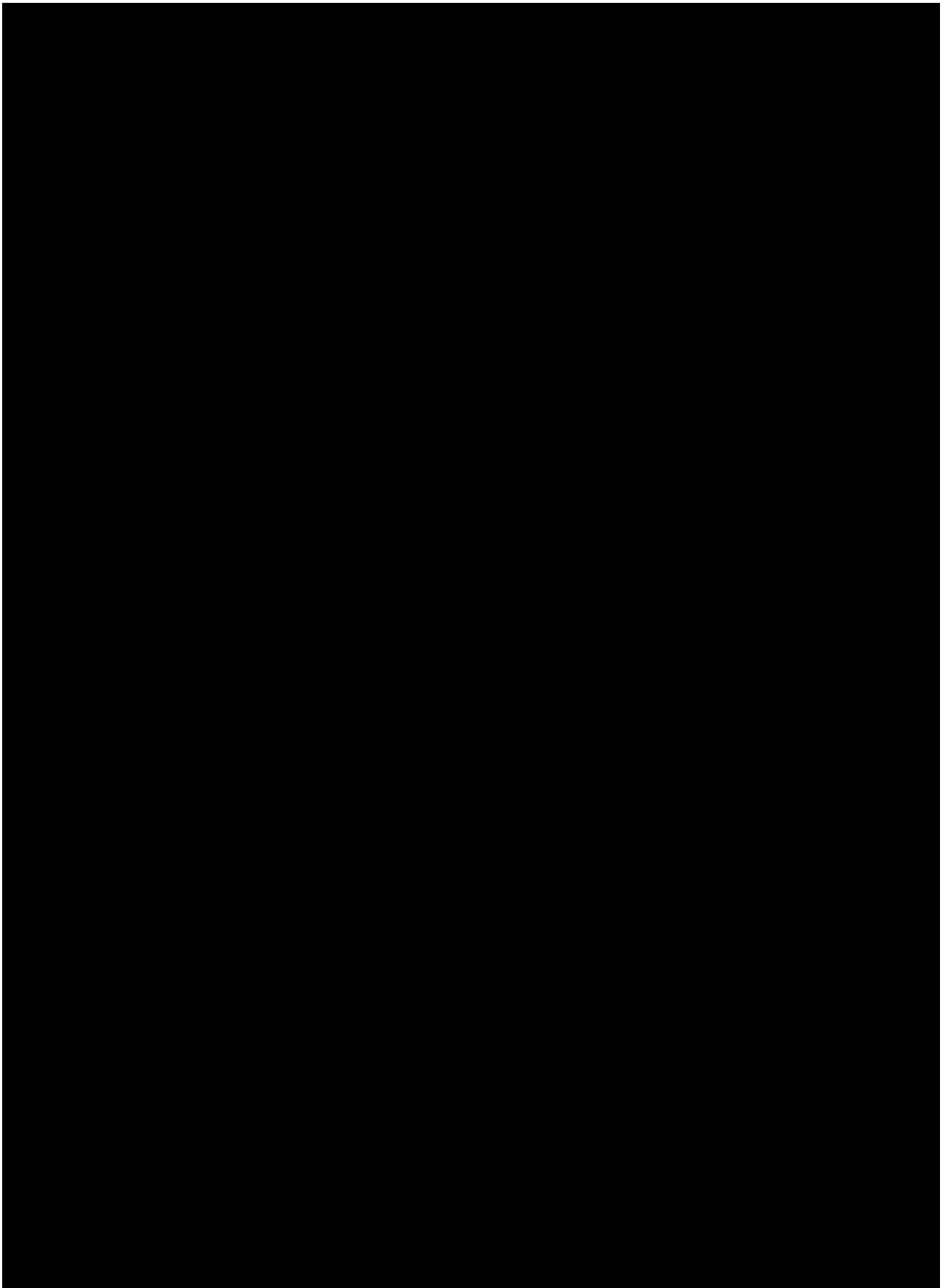


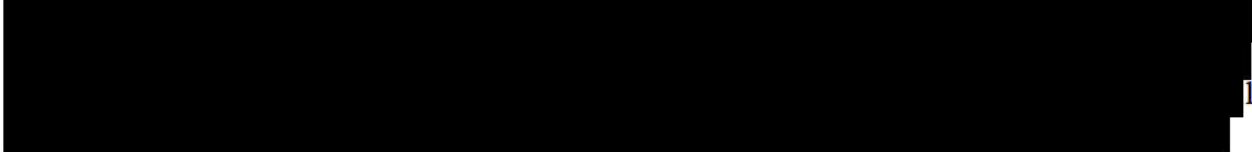










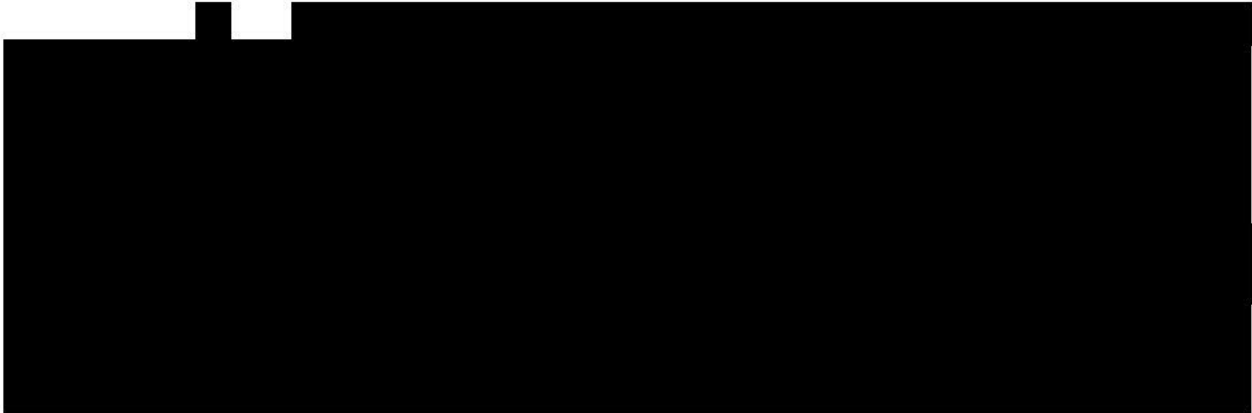
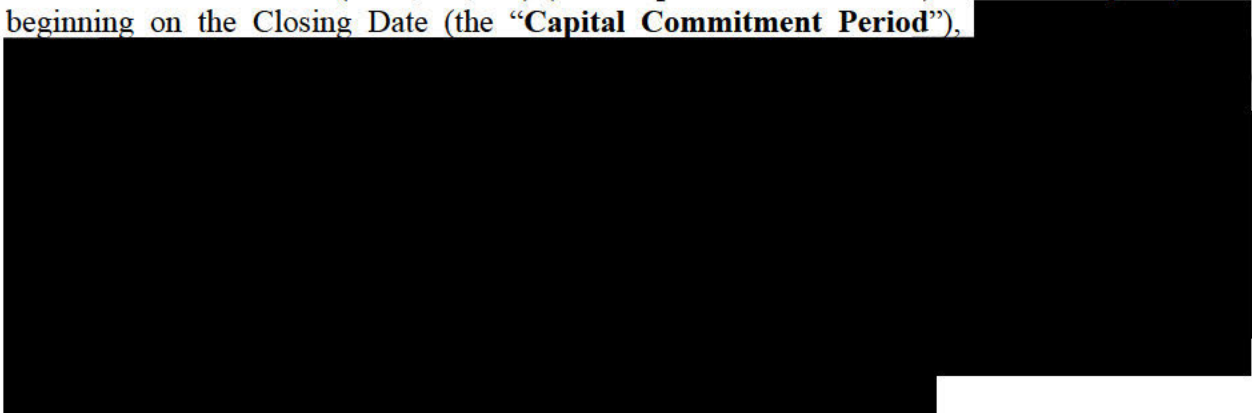


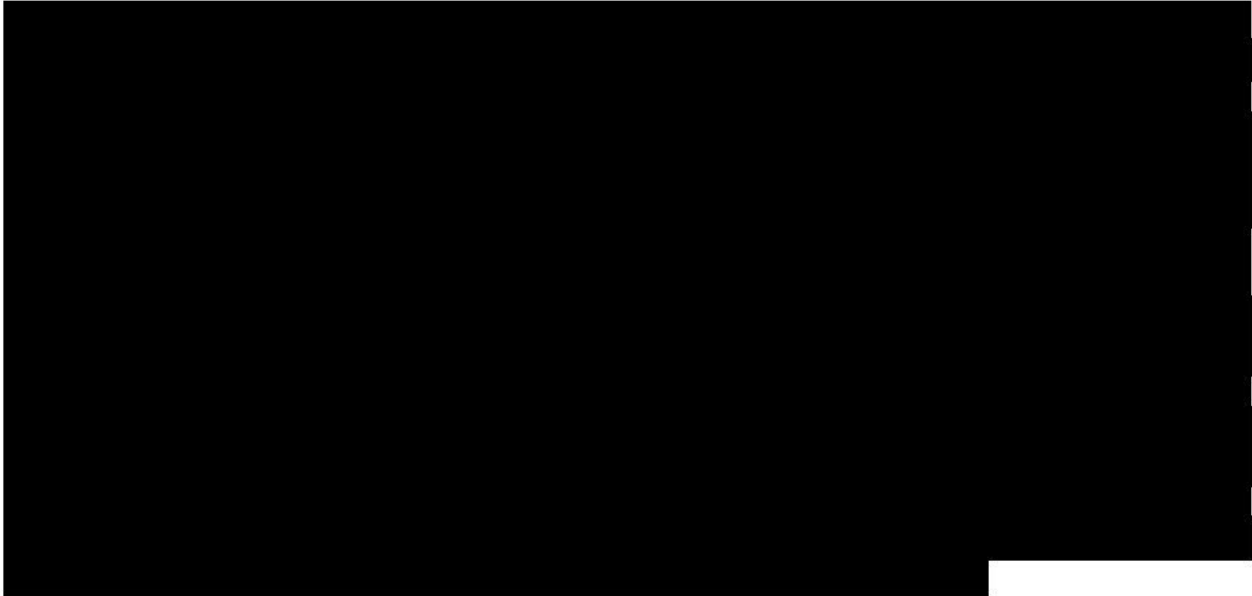
**7.4 Capital Commitment**

(a)



To support Samaritan's capital investments in replacement capital and strategic growth, MultiCare shall allocate from the MultiCare system resources, including as a source, Samaritan's operating cash flow, Seven Hundred Million Dollars (\$700,000,000) (the "**Capital Commitment**") over the ten-year period beginning on the Closing Date (the "**Capital Commitment Period**"),





**7.5 Post-Closing Boards of Directors**

(a) Subject to any applicable term limits, the members of the SHS Board will remain the members of the SHS Board at Closing. Subject to the reserved powers set forth in the Restated SHS Bylaws, the SHS Board will retain authority over SHS's governance, operations, and business, including the exercise of SHS's reserved powers provided in the First Tier Subsidiaries' Governing Documents. The appointment and removal of SHS Board members shall be pursuant to the terms of the Restated SHS Bylaws. MultiCare may expand the size of the SHS Board after Closing, provided that (i) such additional board members will be nominated by both the nominating committee of the SHS Board and the nominating committee of the MultiCare Board, and (ii) all SHS Board members would be appointed by the MultiCare Board.





(c) For avoidance of doubt, MultiCare, as the sole corporate member of SHS, will have certain reserved powers with regards to SHS and its direct and indirect Subsidiaries, which such reserved powers are set forth in greater detail in the Restated SHS Bylaws and Amended and Restated First Tier Subsidiary Charter Documents.

**7.6 Post-Closing Services and Operations**

(a) Post-Closing, MultiCare, together with Samaritan, will take all actions necessary to ensure that MultiCare and Samaritan and all applicable Samaritan Subsidiaries comply with and satisfy all commitments included in the Notice of Material Change Transaction submitted to the Oregon Health Authority and/or set forth in the final approval transmittal from the Oregon Health Authority.

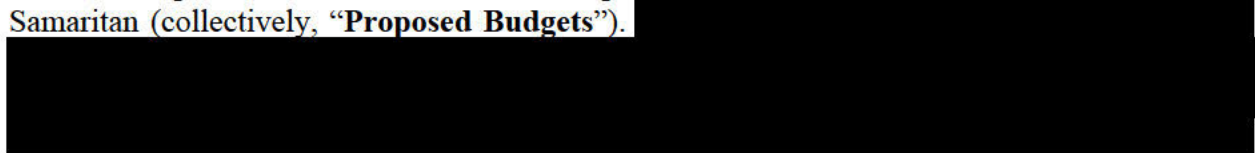


(c) At Closing, the Samaritan Foundations will remain separate, supporting entities of Samaritan, and all assets and funds of the Samaritan Foundations from and after the Closing shall be utilized by the Samaritan Foundations to support the operations of Samaritan, consistent with the purposes of the Samaritan Foundations, as determined by the Samaritan Foundations Boards from time to time. Following the Closing, MultiCare will review the Samaritan Foundations and their administrative functions to determine whether there is value and greater efficiencies in modification thereof.



(e) The Capital Commitment is not contingent upon any performance by the Samaritan Health Plans.

(f) Subject to applicable reserved powers of MultiCare as described in the Restated SHS Bylaws to approve annual and capital budgets, annually, SHS, through its management, shall develop proposed annual capital and operating budgets in accordance with MultiCare's policies and timelines for development of annual capital and operating budgets for Samaritan (collectively, "**Proposed Budgets**").

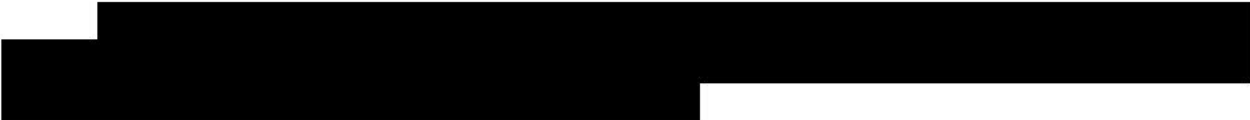


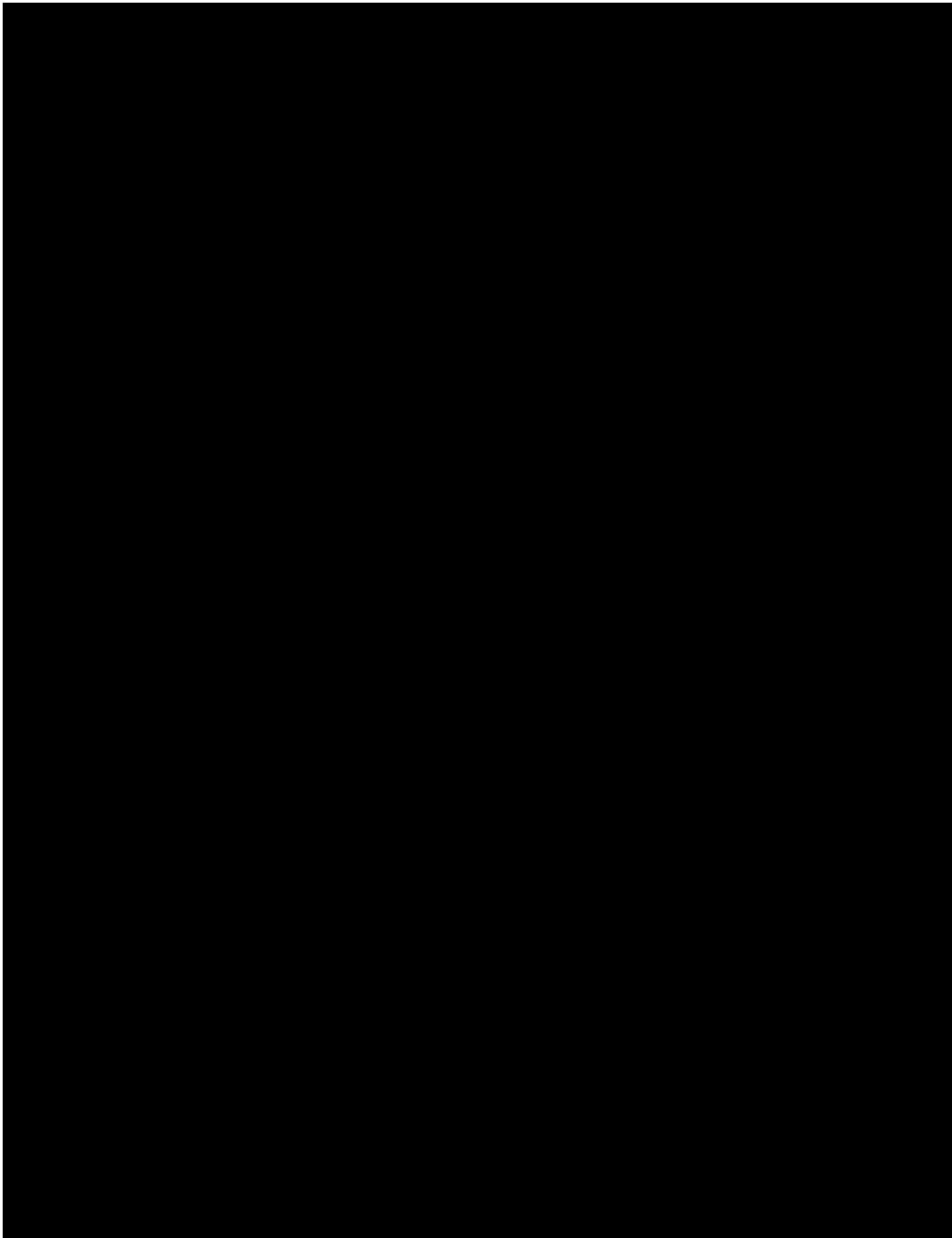


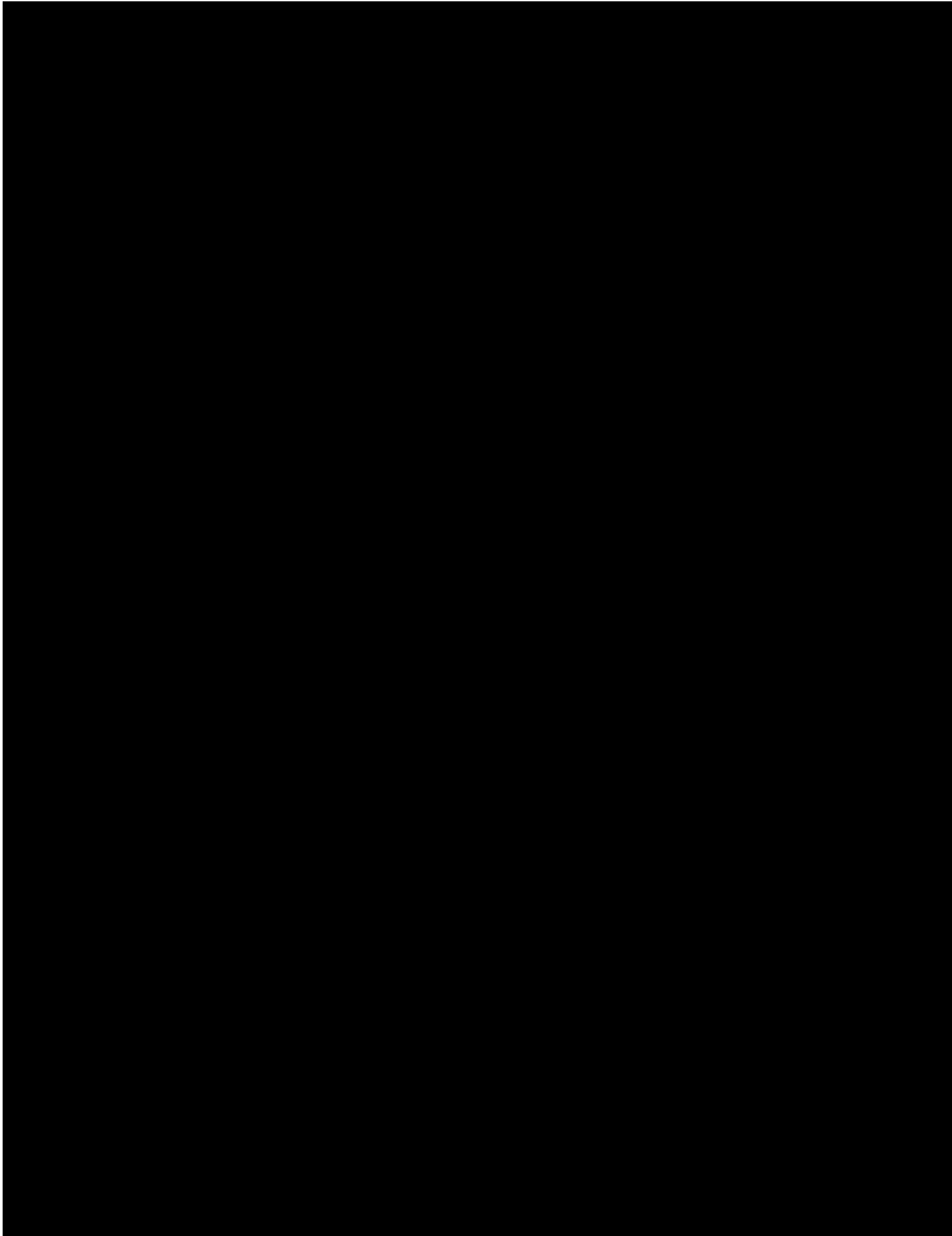


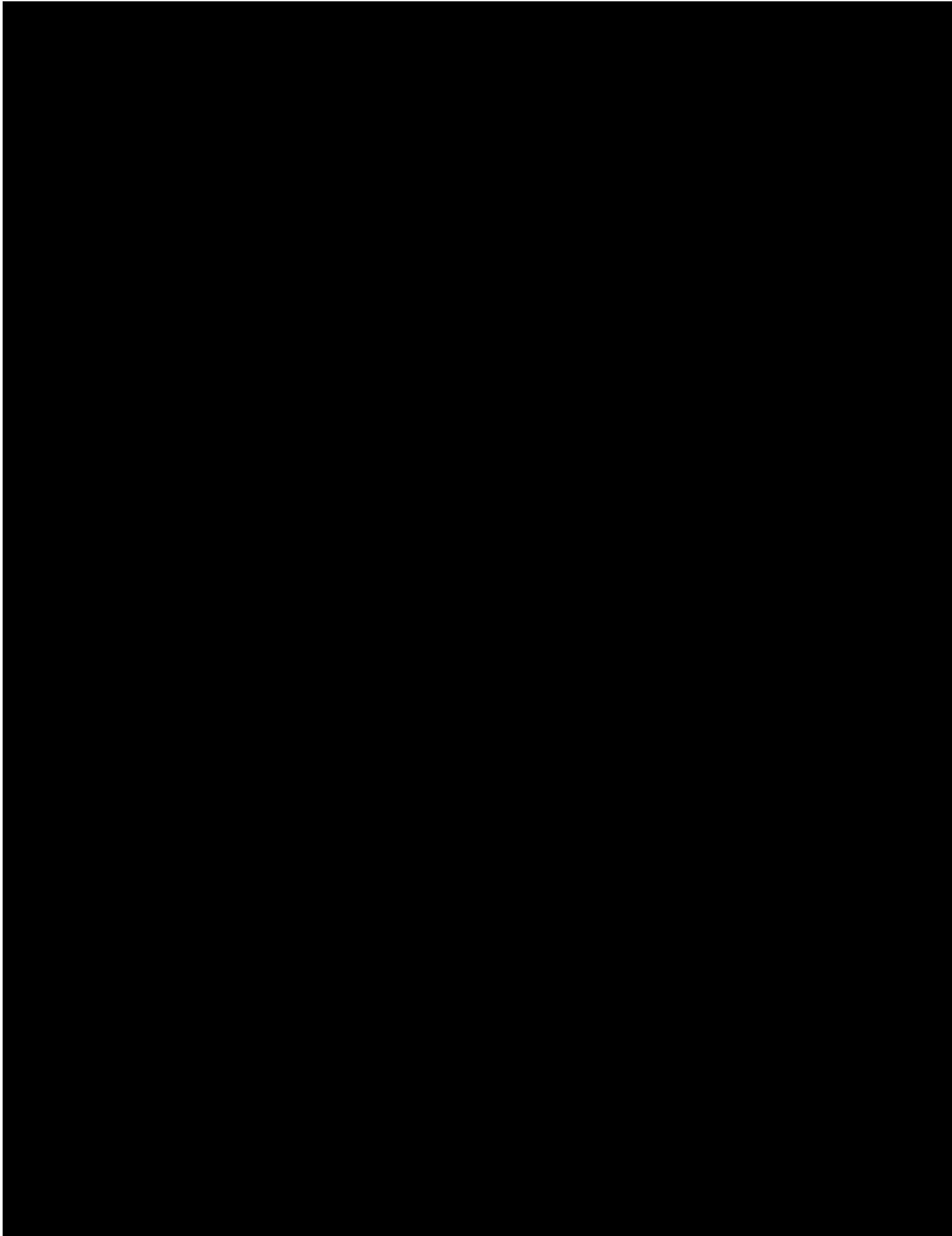
### 7.8 Branding

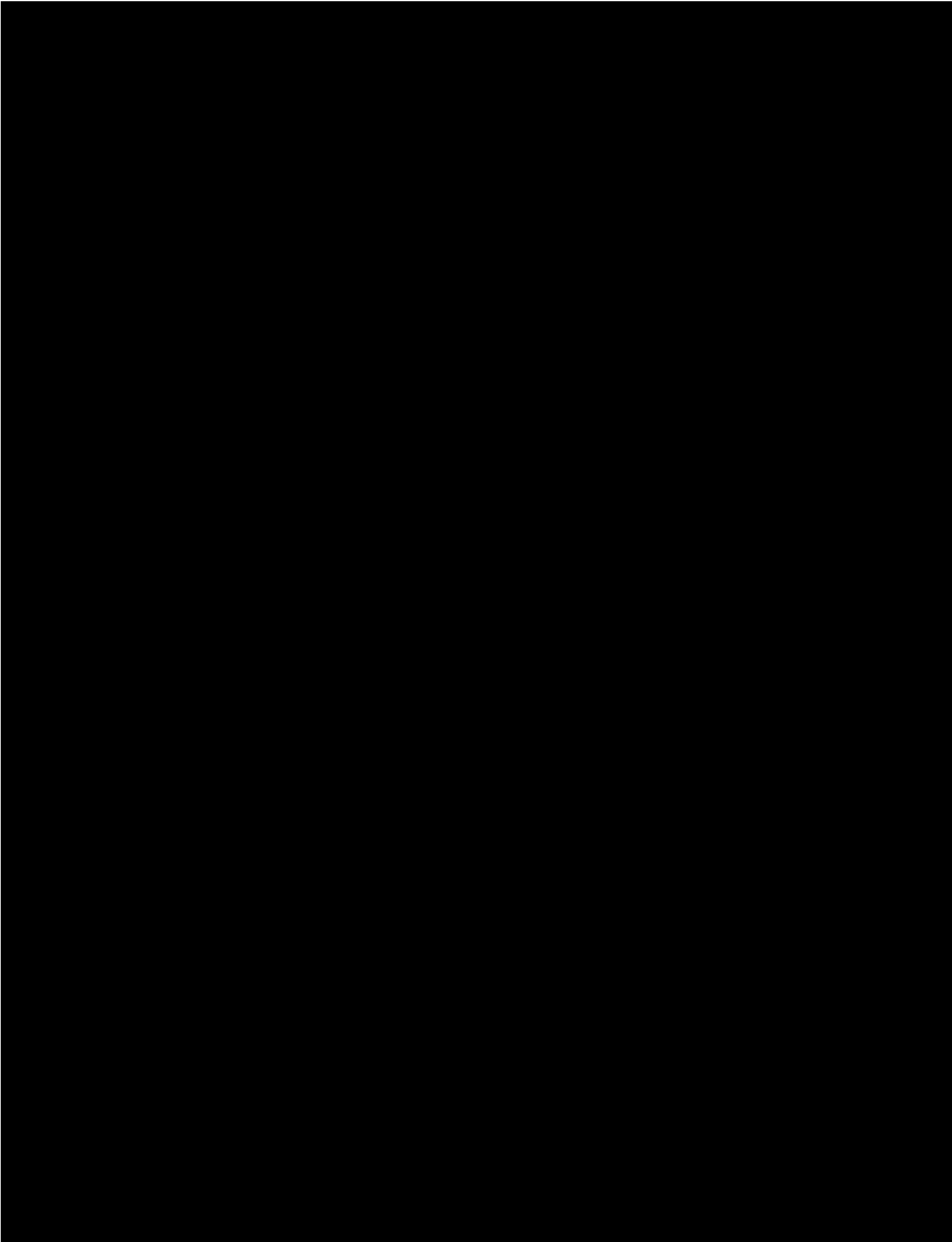
From and after Closing, MultiCare will use the Samaritan name and logo together with the MultiCare brand and logo as the endorsing brand for all marketing, advertising, and branding activities.

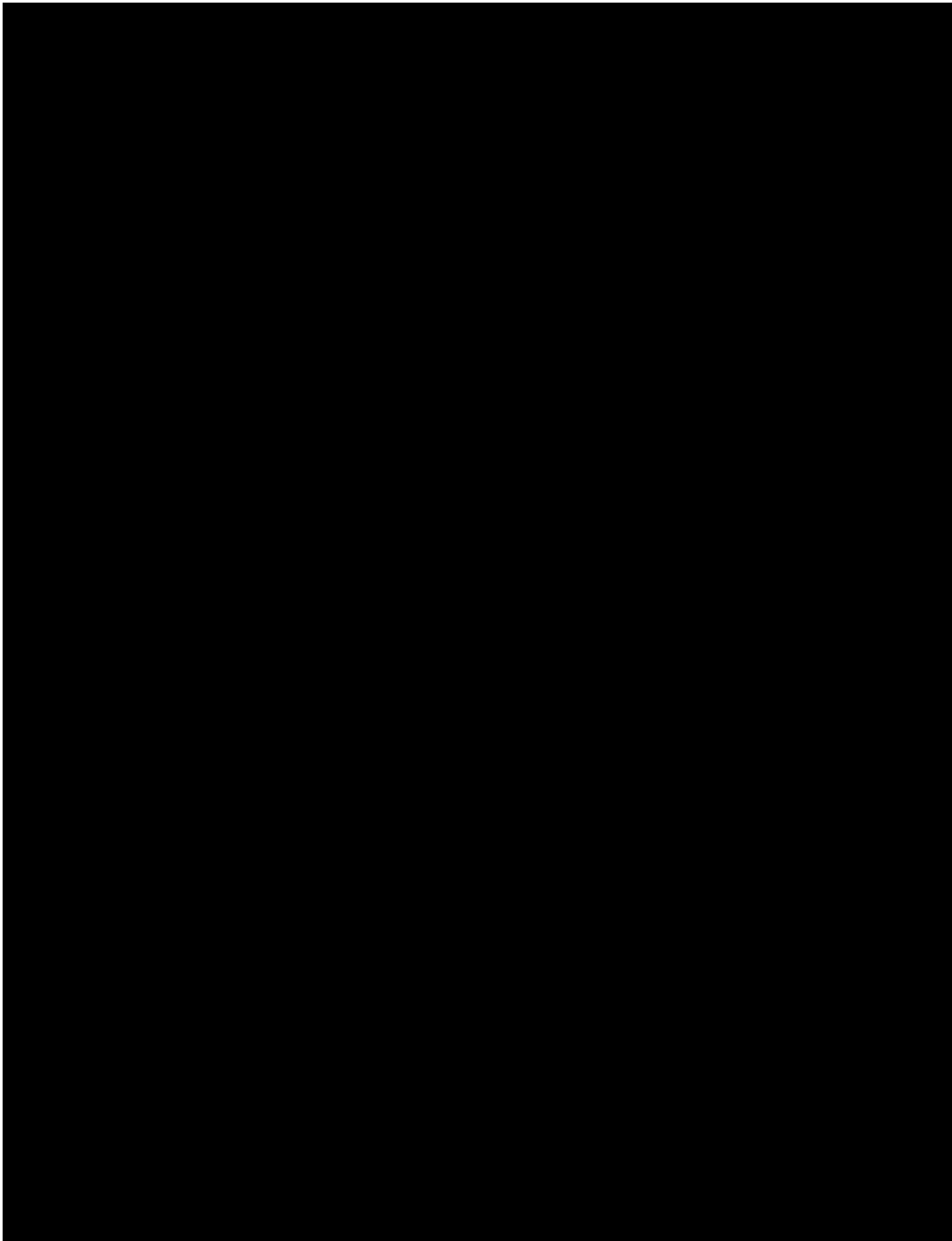


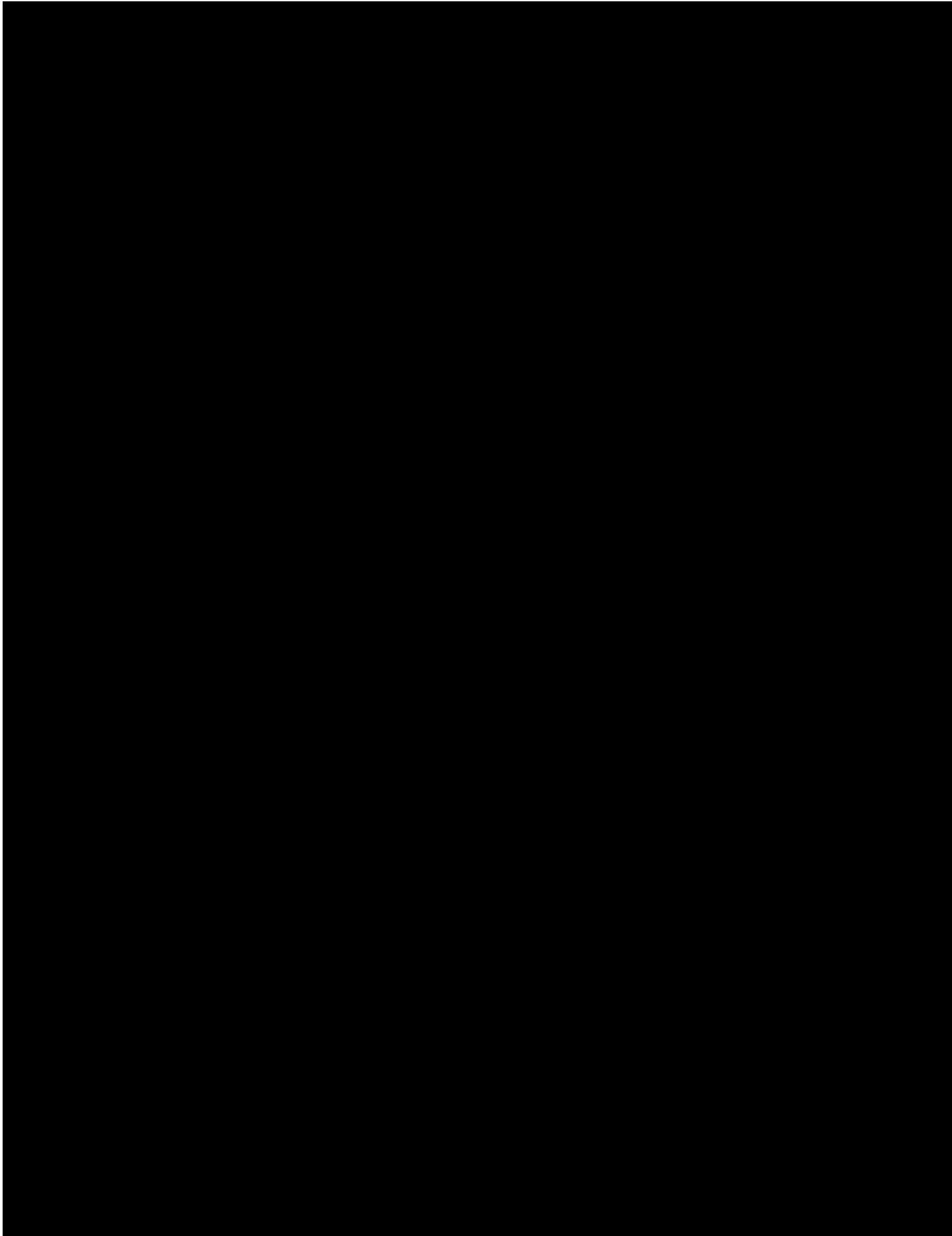


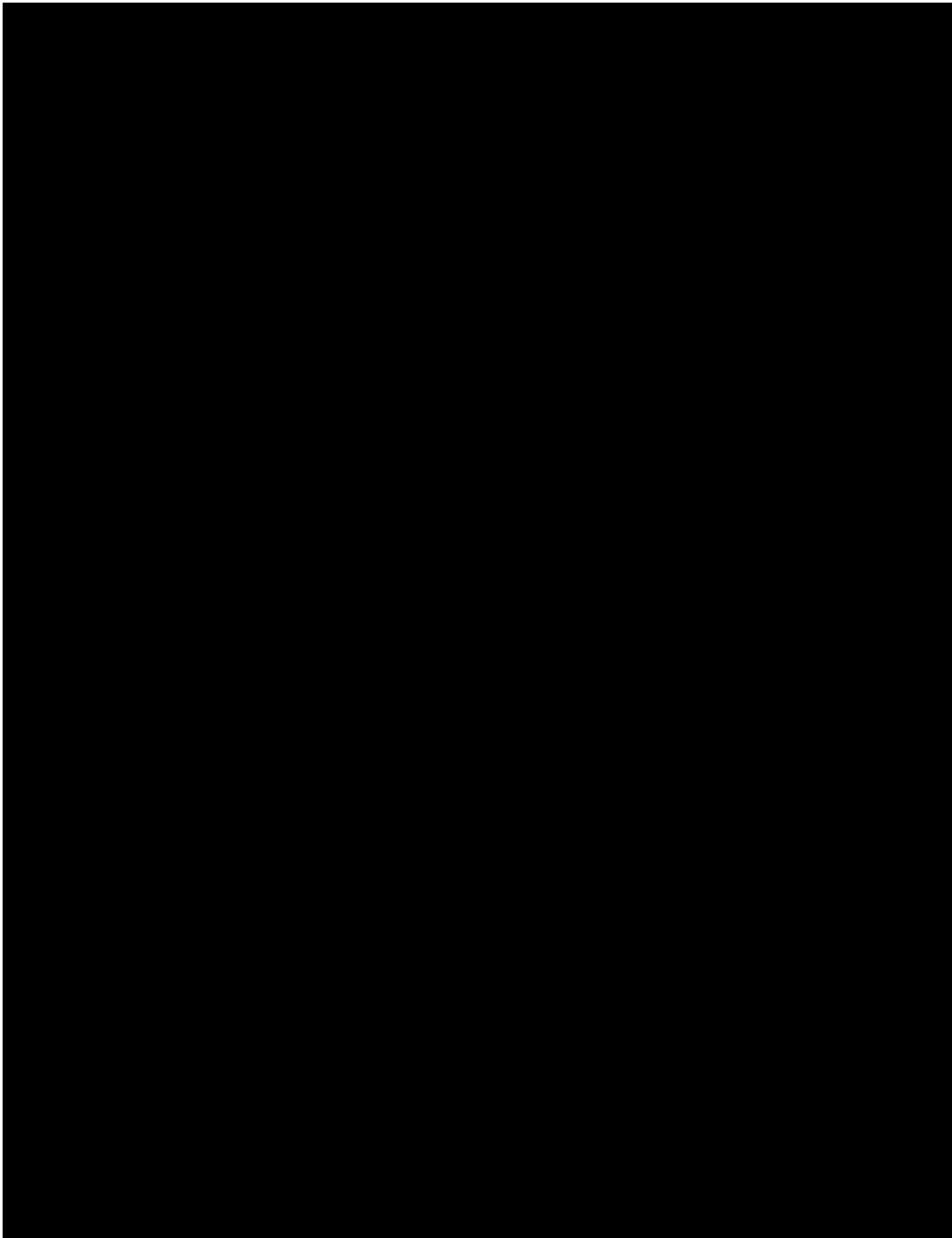


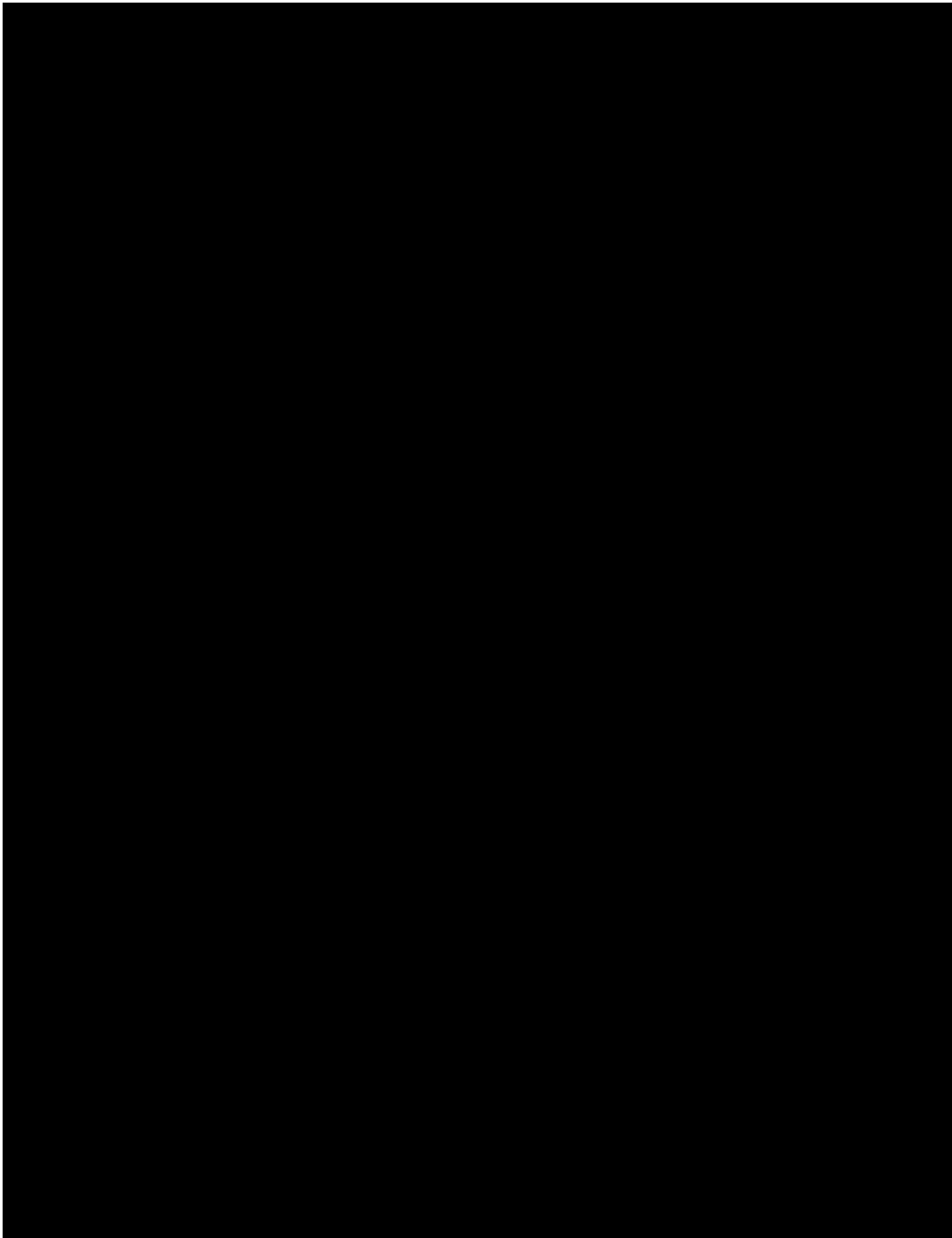


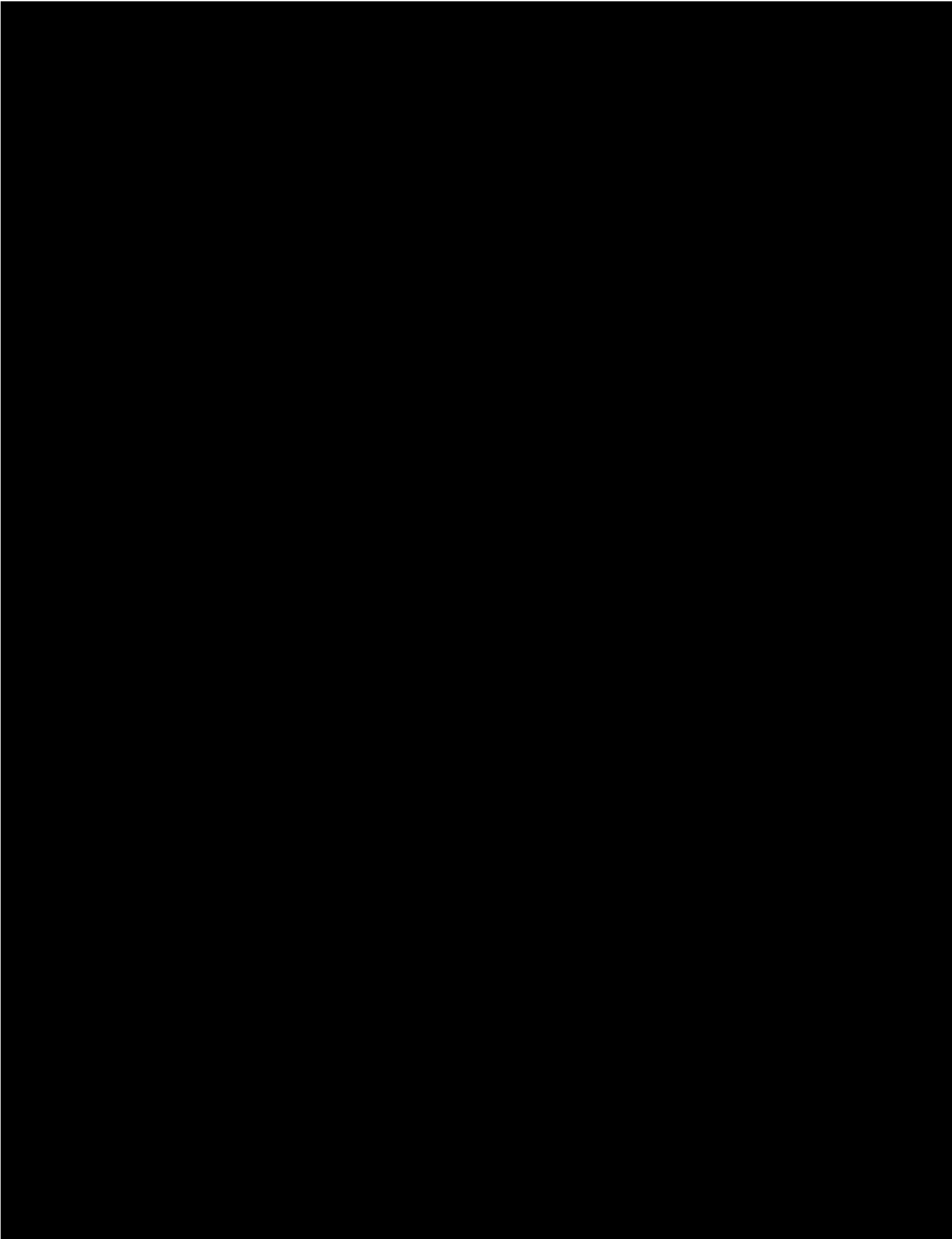


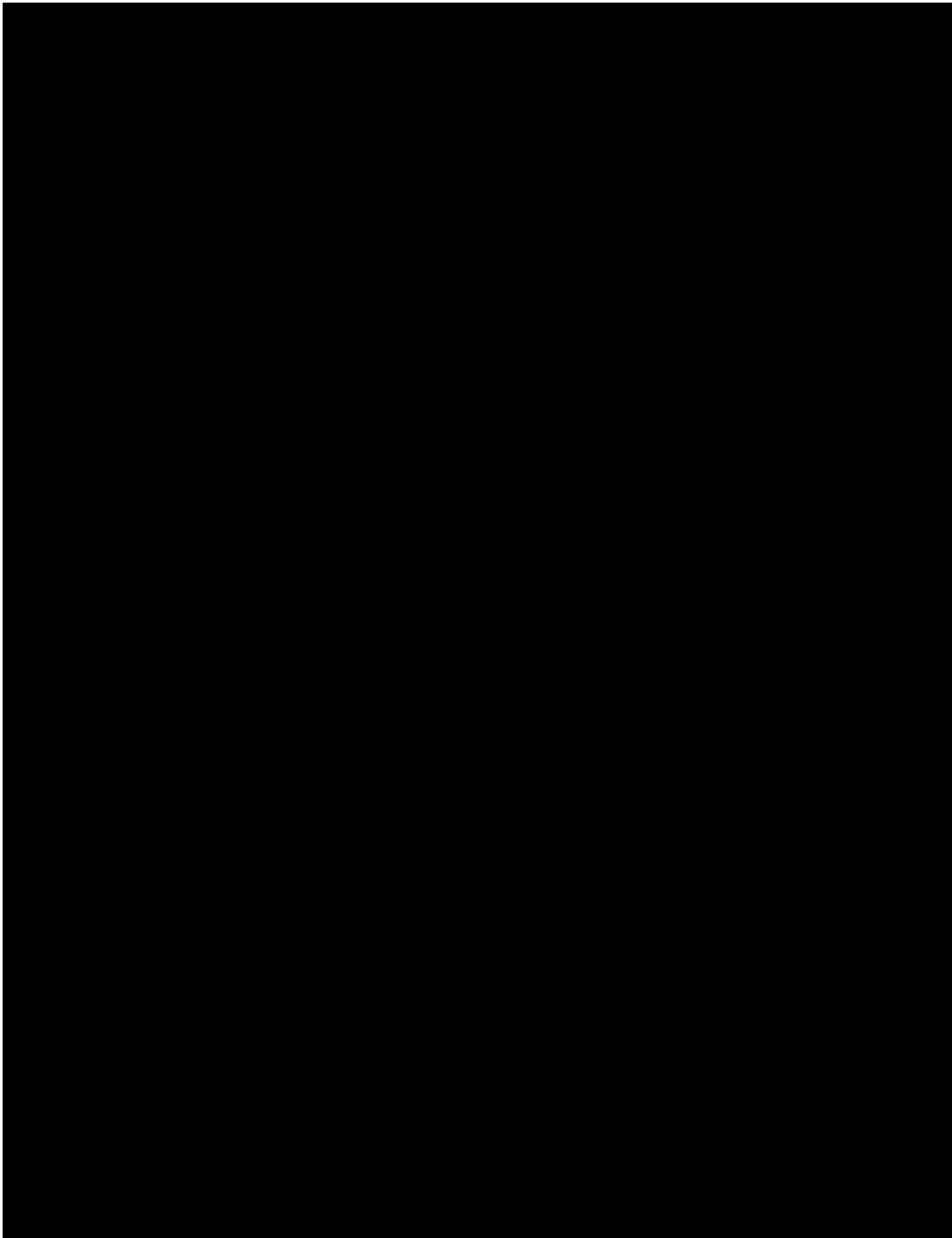


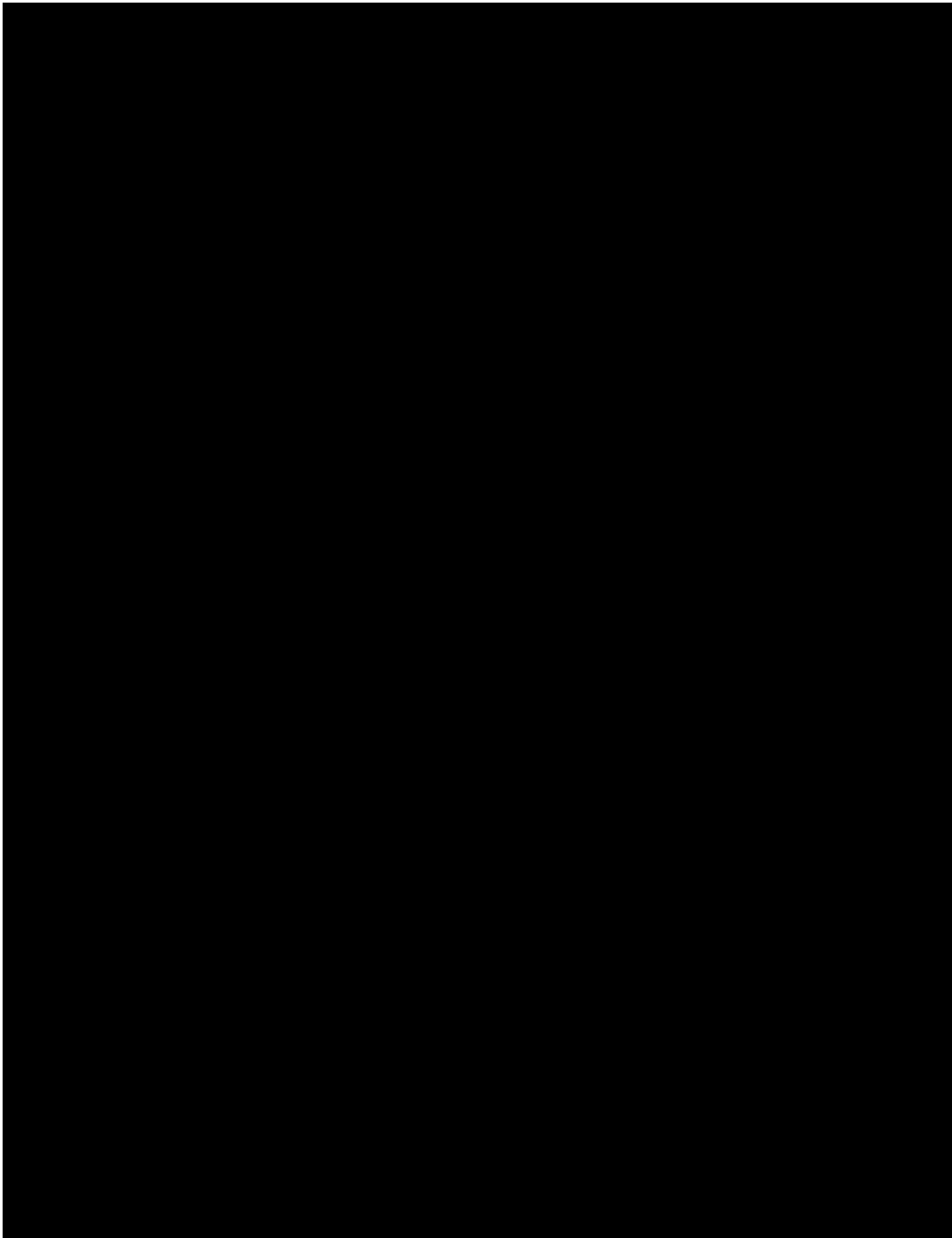


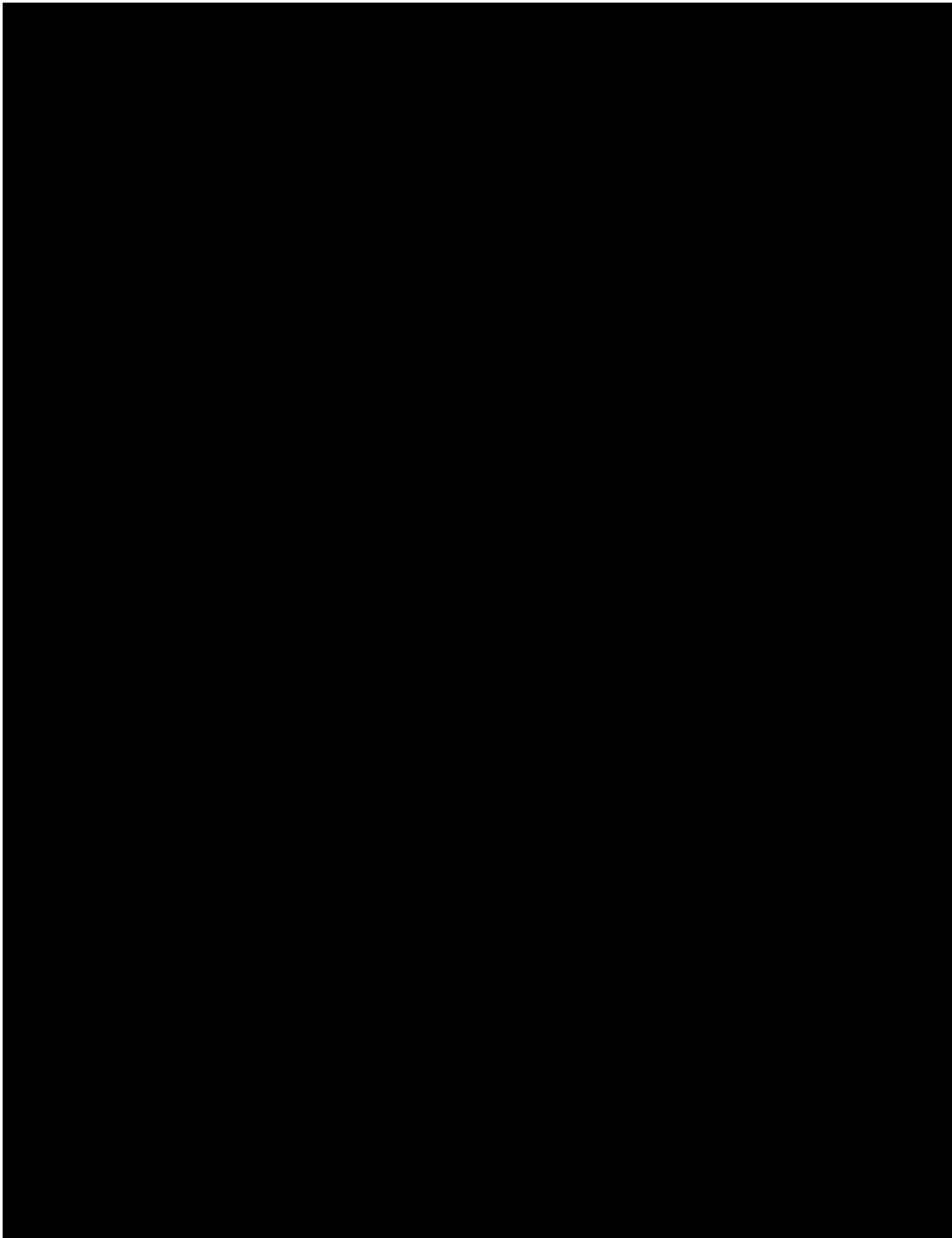


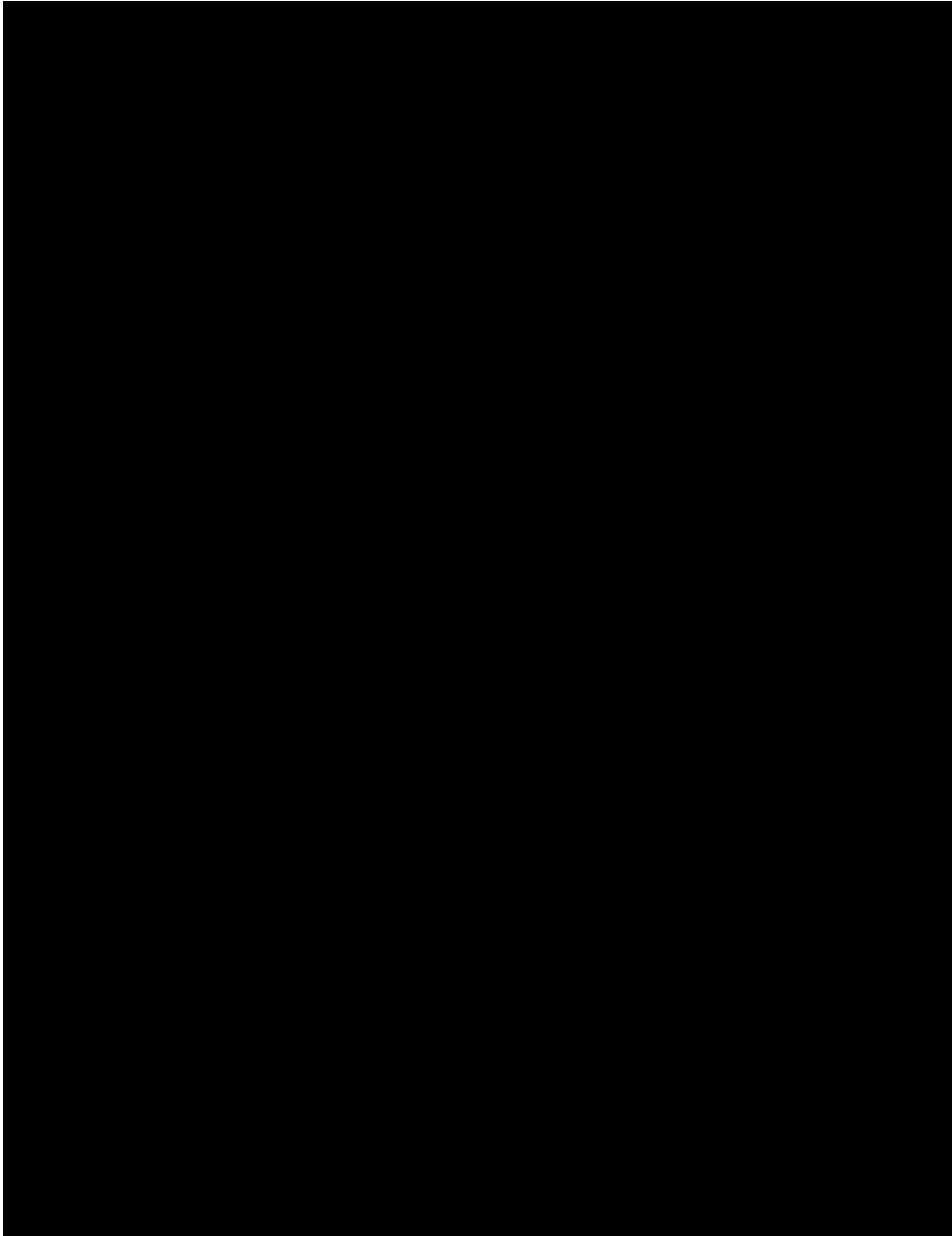


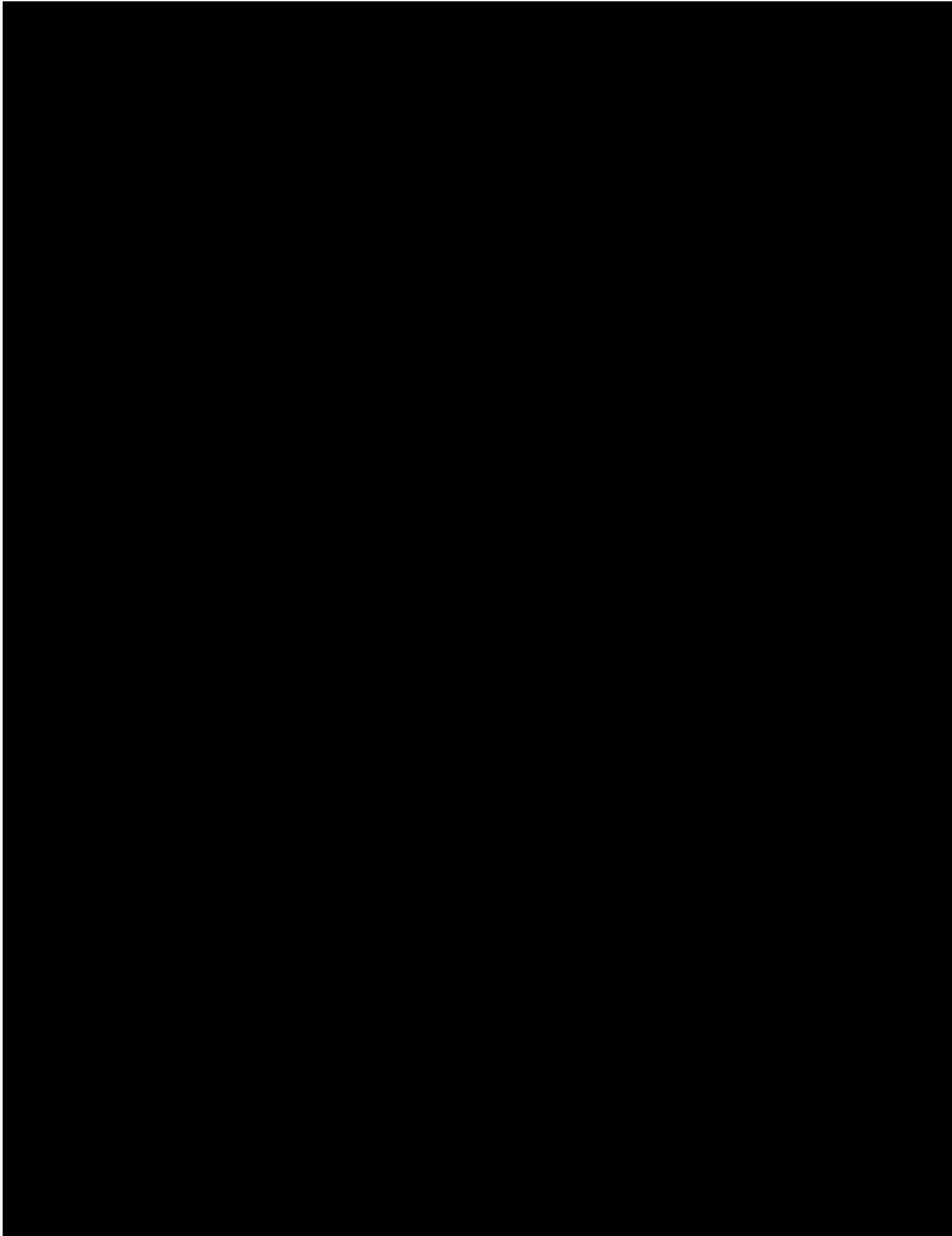


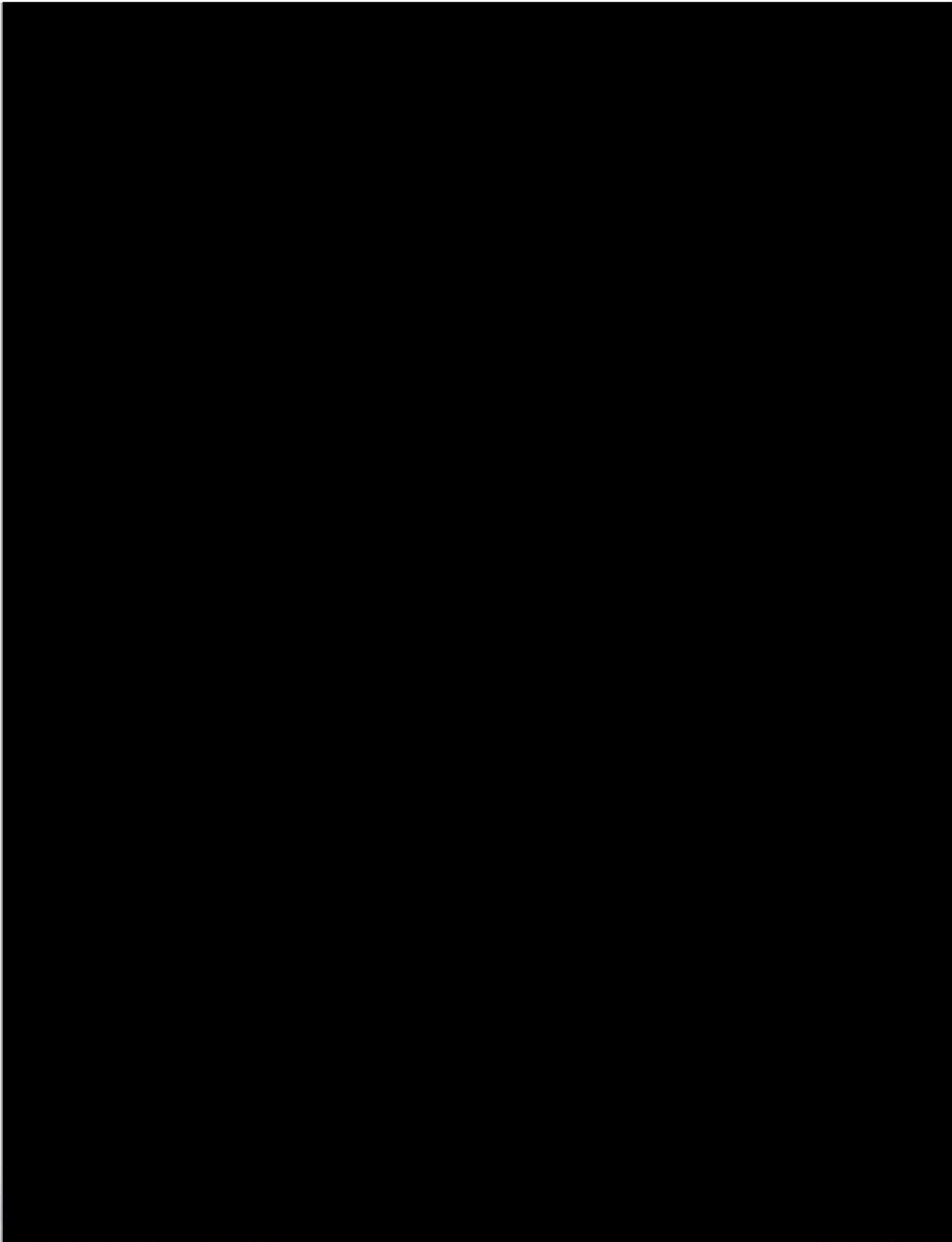


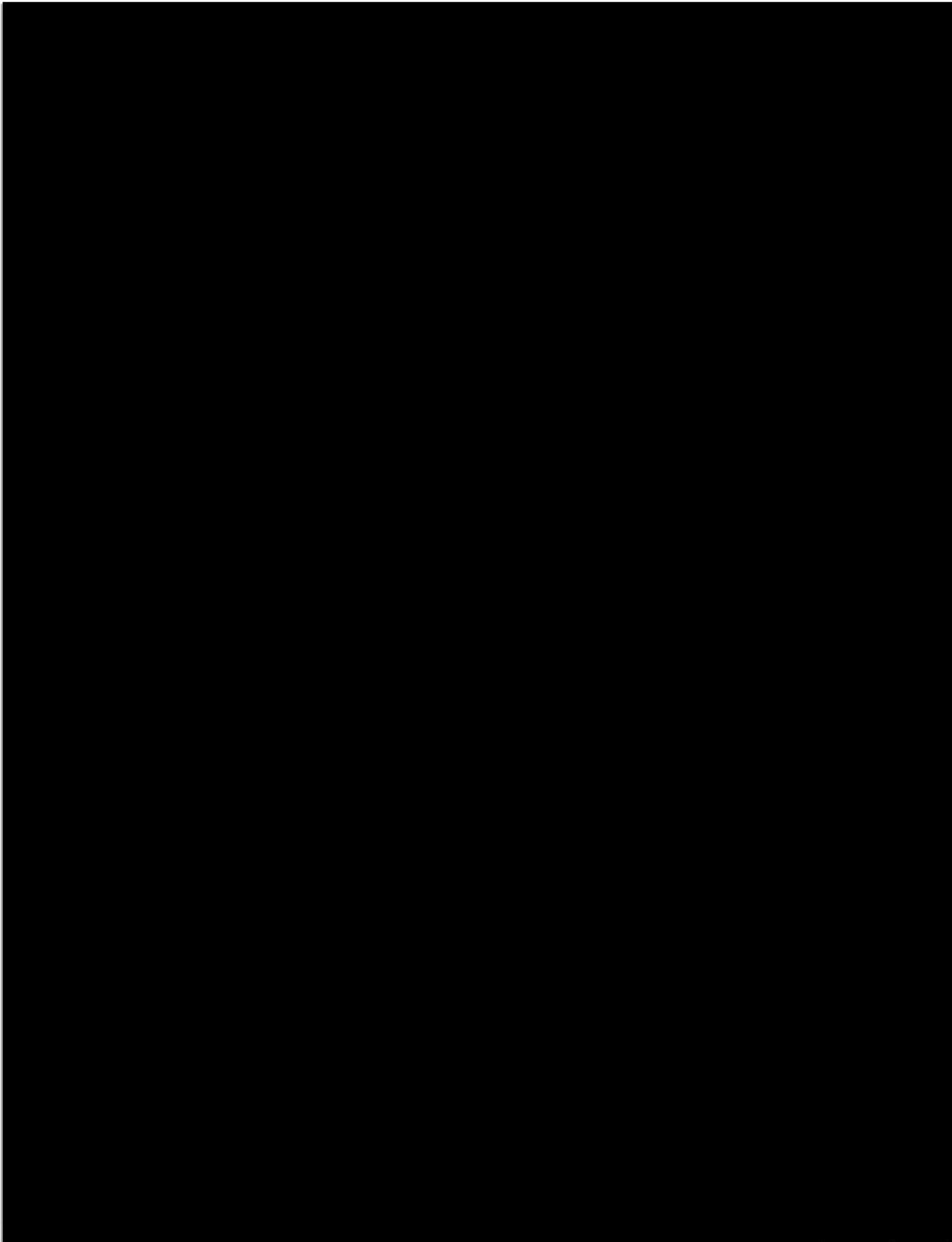


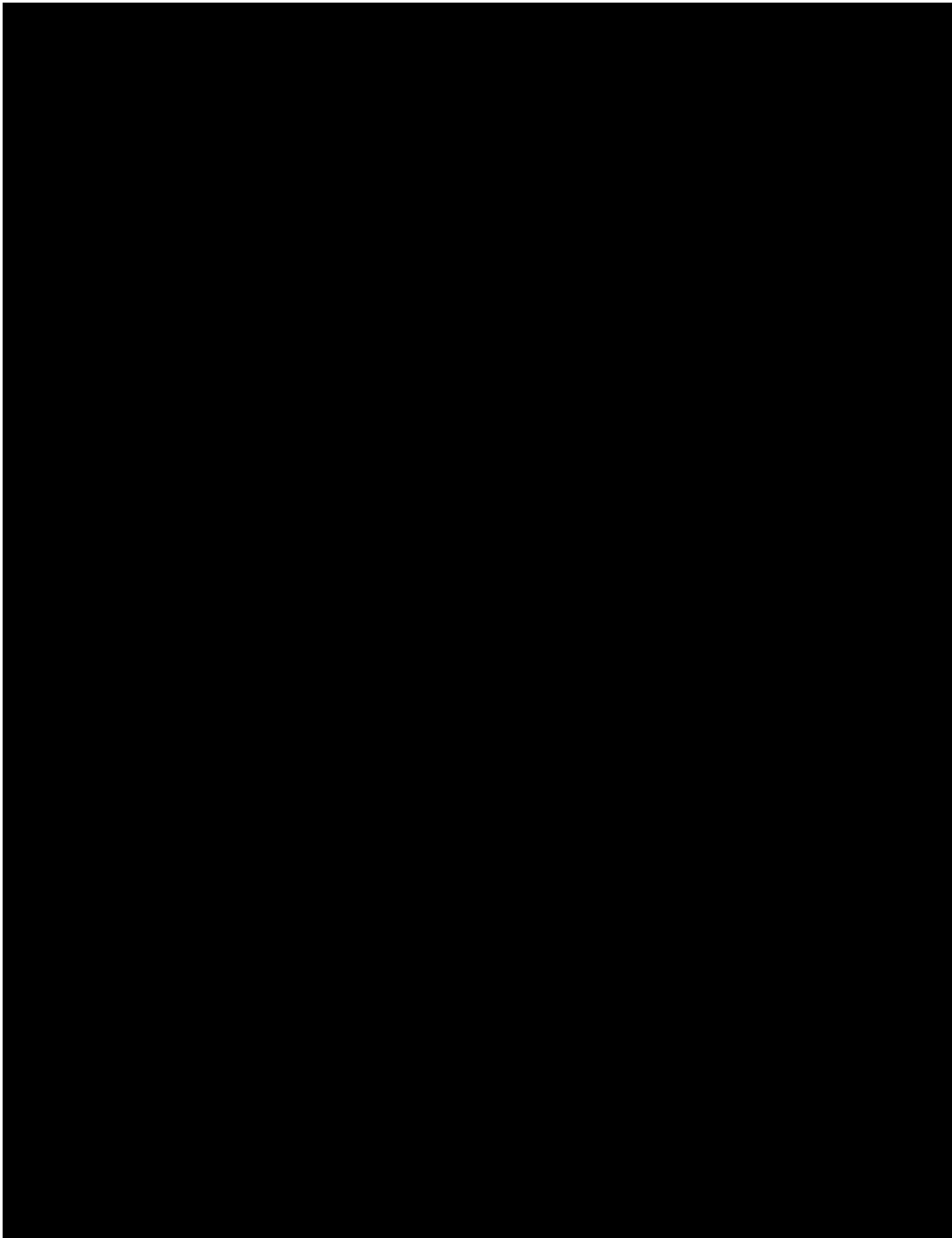














## **Exhibit B**

### **DEFINITIONS AND INTERPRETATION**

“**Act**”—Chapter 65 of the Oregon Revised Statutes.

“**Agreement**”—as defined in the introductory paragraph.

“**Amended and Restated First Tier Subsidiary Charter Documents**”—as defined in Section 2.1(c).

“**Applications**”—as defined in Section 4.13(c).

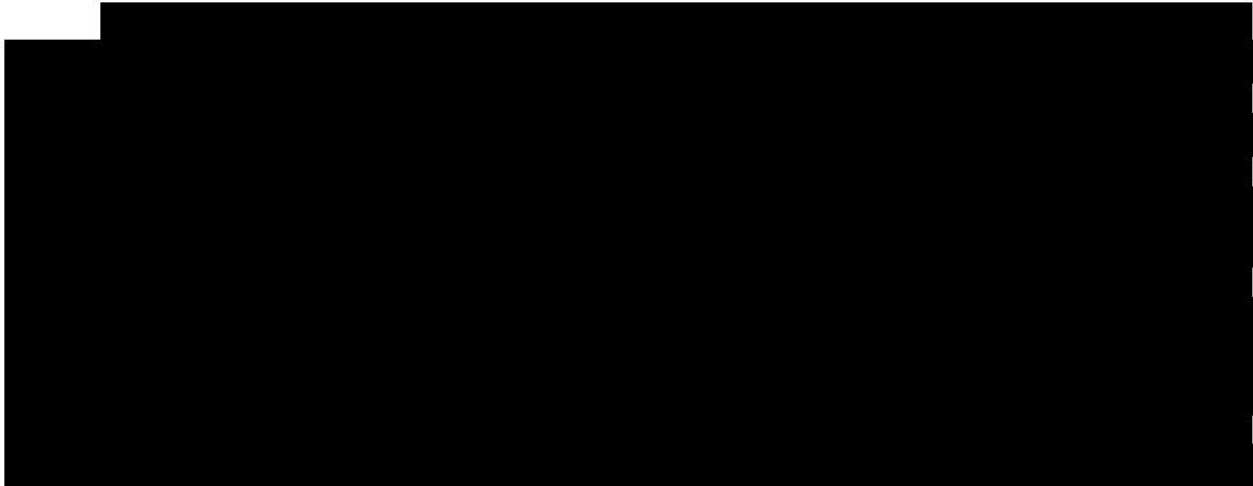
“**AI Inputs**”—all data, content, or materials of any nature (including text, numbers, images, photos, graphics, video, audio, or computer code) used to develop, train, refine, validate, test, improve, or deploy any AI Technology.

“**AI Technology**”—a deep learning, machine learning or other artificial intelligence technology that use software algorithms, neural networks, or models to analyze input data, learn from that data, and then automatically (i) makes decisions or predictions based on that learning and/or (ii) generates content or output (including data, text, pictures/images, art, sounds, videos, software/code, designs, specifications, and other content).

“**Applicable Contract**”—any Contract, which involves payment by Samaritan of an annual amount in excess of \$1,000,000 to another Person or entity, that Samaritan is a party to or under which Samaritan has or could acquire any rights, under which Samaritan has or could become subject to any obligation or liability, or by which Samaritan or any assets owned or used by it is or could become bound.

“**Benefit Plans**”—as defined in Section 4.21(a).

“**Breach**”—any material breach of, or any inaccuracy in, any representation or warranty or any breach of, or failure to perform or comply with, any covenant or obligation, in or of this Agreement or any other Contract.



“**Business Day**”—any day other than (a) Saturday or Sunday or (b) any other day on which banks in Oregon are permitted or required to be closed.

“**Capital Commitment**”—as defined in Section 7.4(a).

“**Capital Commitment Period**”—as defined in Section 7.4(a).

“**Capital Plan**”—as defined in Section 7.4(b).

“**Charter**”—as defined in Section Article XII(a).

“**Closing**”—as defined in Section 3.1.

“**Closing Date**”—as defined in Section 3.1.

“**CMS**”—the Centers for Medicare and Medicaid Services, a division of the United States Department of Health and Human Services.

“**Code**”—the Internal Revenue Code of 1986, as amended.

“**Company Actuarial Analyses**”—as defined in Section 4.31(e).

“**Confidentiality Agreement**”—as defined in Section 10.2.

“**Consent**”—any approval, consent, ratification, waiver or other authorization.

“**Contemplated Transactions**”—all of the transactions contemplated by this Agreement.

“**Contract**”—any written agreement, contract, lease, consensual obligation, promise or undertaking.

“**Control**”—possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

“**Cost Reports**”—all cost and other reports related to hospital and other facilities filed pursuant to the requirements of the Government Programs for cost-based payments or reimbursement due to or claimed by SHS or any Subsidiary or Affiliate thereof from the Government Programs or their fiscal intermediaries or payor agents, including all cost report receivables or payables and all related appeals and appeal rights.

“**Cure**”—as defined in Section 7.7.

**“Cybersecurity Incident”**—unauthorized access to or use or corruption of the IT Systems (including a ransomware or denial-of-service attack), or the unauthorized access, disclosure, use, corruption or loss of Personal Information or other non-public information.

**“Data Protection Laws”**—all applicable Legal Requirements of any Governmental Body, to the extent related to data privacy, data security, data protection, cybersecurity and marketing, and in each case with respect to the collection, storage, use, disclosure, destruction or other processing, and transfer of Personal Information, including but not limited to, HIPAA and any other Legal Requirements concerning the privacy and/or security of Personal Information, including state data breach notification laws, and state patient, medical record and health information privacy laws.

**“Data Protection Requirements”**—all (i) Data Protection Laws and (ii) contractual requirements and business associate agreements) that are binding on SHS or any Affiliate or Subsidiary thereof and, in each case, that relate to data privacy, data security, data protection, marketing, or cybersecurity.

**“DCBS”**—as defined in Section 4.31(b).

**“DOJ”**—as defined in Section 10.2(a).

**“Effective Time”**—as defined in Section 3.1.

**“Employees”**—as defined in Section 7.2(b).

**“Encumbrance”**—any charge, claim, community or other marital property interest, equitable interest, lien, option, pledge, security interest, mortgage, right of way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

**“End Date”**—September 30, 2026.

**“Enforcement Committee”**—as defined in Article XII(a).

**“Enforcement Completion Date”**—as defined in Article XII(b).

**“Enforcement Dispute”**—as defined in Article XII(c).

**“Environmental Law”**—any and all applicable Legal Requirements relating to the identification, reporting, generation, manufacture, processing, distribution, use, treatment, storage, disposal, emission, discharge, release, remediation, transport or other handling of any Hazardous Materials.

**“Environmental, Health, and Safety Liability”**—any loss, obligation, or other responsibility resulting from or arising under an Environmental Law or any Legal Requirement designed to promote safe and healthful working conditions and to reduce occupational safety and health hazards, including the Occupational Safety and Health Act.

“**ERISA**”—the Employee Retirement Income Security Act of 1974, as amended.

“**ERISA Affiliate**”—any Person which is (or at any relevant time was or will be) treated as single employer or under common control with Samaritan under Sections 414(b), (c), (m) or (o) of the Code.

“**Execution Date**”—as defined in the introductory paragraph.

“**Financial Statements**”—as defined in Section 4.5(a).

“**First Tier Subsidiaries**”—as defined in the introductory paragraph.

“**Fraud**”—as defined in Section 7.4(a).

“**FTC**”—as defined in Section 10.2(a).

“**GAAP**”—generally accepted accounting principles for financial reporting in the United States, applied on a basis consistent with the basis on which the Financial Statements were prepared.

“**Governing Documents**”—with respect to any particular entity, (a) if a corporation, the articles or certificate of incorporation and the bylaws; (b) if a general partnership, the partnership agreement and any statement of partnership; (c) if a limited partnership, the limited partnership agreement and the certificate of limited partnership; (d) if a limited liability company, the articles of organization and operating agreement; (e) if another type of Person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the Person; (f) all member or equity holders’ agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of any Person or relating to the rights, duties and obligations of the members or equity holders of any Person; and (g) any amendment or supplement to any of the foregoing.

“**Government Authorization**”—any Consent, license, provider number, national provider identifier, certificate of need, accreditation, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

“**Government Programs**”—the Medicare (including Medicare Part D and Medicare Advantage), Medicaid, Medicaid-waiver and CHAMPUS/TRICARE programs, any other similar

or successor federal health care program (as defined in 42 U.S.C. §1320a-7b(f)) and any similar state or local government-funded healthcare programs.

**“Governmental Body”**—any (a) state, county, city, town, borough, village, district or other jurisdiction (whether domestic or foreign); (b) federal, state, local, municipal, or other government; (c) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers); (d) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or (e) official of any of the foregoing. The term includes, for purposes of any Legal Requirements relating to Government Programs, the Centers for Medicare & Medicaid Services and any fiscal intermediary, carrier, administrative contractor or recovery audit contractor.

**“Hazardous Materials”**—any pollutants, contaminants, chemicals, wastes (including medical and biological wastes), petroleum products, chlorinated solvents, PFOA or PFOS, radioactive material, or other noxious or harmful substances, wastes, or materials.

**“Health Care Laws”**—all Legal Requirements applicable to health care providers and facilities including without limitation: Government Program conditions of participation, standards, policies, rules, procedures and other requirements; and accreditation standards of any applicable accrediting organization. Health Care Laws include the Federal (Title XIX of the Social Security Act) and state Medicaid programs and their implementing regulations, the Medicare Program (Title XVIII of the Social Security Act) and its implementing regulations, the Federal False Claims Act (31 U.S.C. §§3729 et seq.), the Federal Health Care Program Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), the Federal Physician Self-Referral Law (42 U.S.C. §1395nn), the civil monetary penalty Laws (42 U.S.C. § 1320a-7a and 31 U.S.C. § 3801 *et seq.*) (the **“Civil Money Penalty Law”**), the Federal Administrative False Claims Law (42 U.S.C. §1320a-7b(a)), HIPAA, the exclusion statute (42 U.S.C. § 1320a-7), the Rehabilitation Act, the Americans with Disabilities Act, the Occupational Safety and Health Administration statutes and regulations for blood borne pathogens and workplace risks. Health Care Laws shall also include any material state and local Legal Requirements that are similar in subject matter of the foregoing and applicable to the operations of Samaritan; any state Legal Requirements relating to the corporate practice of the learned or licensed healthcare professions; any state Legal Requirements concerning the splitting of health care professional fees or kickbacks; any state Legal Requirements concerning healthcare professional self-referrals; any state healthcare professional licensure Legal Requirements; Legal Requirements governing the licensure and credentialing of health care professions and providers, qualifications or requirements for the practice of medicine or other learned healthcare professions; Legal Requirements concerning credentialing and licensure of facilities or providers of such services, quality assurance, risk management, utilization review, peer review, and/or mandated reporting of incidents, occurrences, diseases, and events, advertising or marketing of health care services, any state pharmacy and laboratory statutes and regulations, as well as state and federal controlled substance and drug diversion Legal Requirements, including the Federal Controlled Substances Act (21 U.S.C. § 801, et seq.) and the regulations promulgated thereunder; and all applicable implementing regulations, rules, ordinances and Orders related to any of the foregoing.

**“HIPAA”**—as defined in Section 4.17(e).

“**HSR Act**”—the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.



“**Insurance Licenses and Permits**”—as defined in Section 4.31(a).

“**Insurance Policies**”—as defined in Section 4.11(a).

“**Intellectual Property Rights**”—all intellectual property owned, licensed (as licensor or licensee), or used by Samaritan, including the name of Samaritan, assumed, fictional, business and trade names, registered and unregistered trademarks, service marks, and logos, and trademark and service mark applications; patents and patent applications; copyrights and mask works; software (including firmware and other software embedded in hardware devices) and software code (including source code and executable or object code); all know-how, trade secrets, confidential or proprietary information, customer lists, technical information, data, process technology, plans, drawings, inventions, and discoveries, whether or not patentable; and all rights in Internet websites, Internet domain names, and keywords.

“**Intercompany Agreements**”—(a) any Contract between (i) any of the Samaritan Health Plans, on the one hand, and (ii) Samaritan or any of its Subsidiaries (other than the Samaritan Health Plans), on the other hand, and (b) any guarantee, surety bond or similar understanding (including any necessary collateral, indemnity or other agreements associated therewith) issued by or on behalf of (i) a Samaritan Health Plan for the benefit of Samaritan or any of its Subsidiaries (other than the Samaritan Health Plans) or (ii) Samaritan or any of its Subsidiaries (other than the Samaritan Health Plans) for the benefit of a Samaritan Health Plan.

“**Intercompany Obligations**”—all intercompany loans, notes, and advances and other intercompany accounts between or among any of the Samaritan Health Plans, on the one hand, and Samaritan or any of its Subsidiaries (other than the Samaritan Health Plans), on the other hand,

regardless of their maturity and all intercompany receivables and payables for the amount due, including any accrued and unpaid interest to but excluding the date of payment.

“**IRS**”—the Internal Revenue Service.

“**IT Systems**”—the information technology, computers, computer systems, telecommunications equipment, controlled networks, peripherals, hardware (whether general purpose or special purpose), firmware, middleware, servers, workstations, routers, hubs, Internet websites, data, Software, and user manuals that are owned, leased, licensed or controlled by SHS or an Affiliate or Subsidiary thereof.



“**Leased Real Property**”—as defined in Section 4.7(a).

“**Leases**”—collectively, the Real Property Leases and Third-Party Leases.

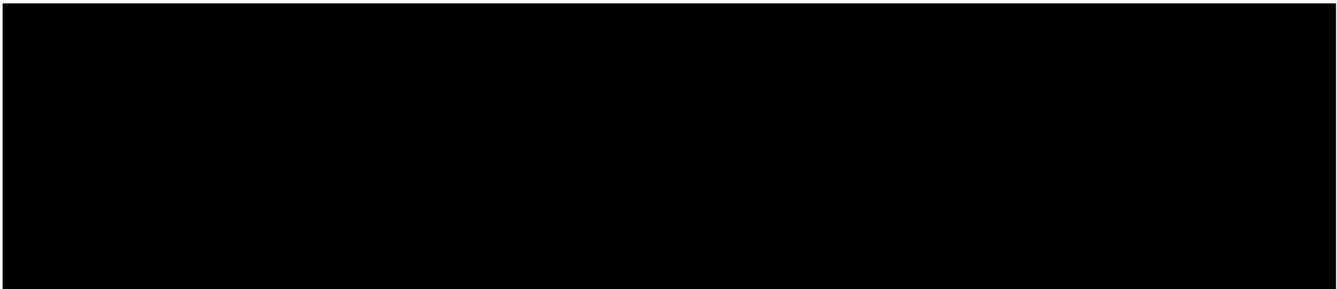
“**Licensed AI Tools**”—as defined in Section 4.27(a).

“**Legal Requirement**”—any applicable federal, state, local, municipal, or other constitution, law, ordinance, principle of common law, code, regulation, statute, rule or requirement of any Governmental Body.

“**Liability**”—any liability or obligation of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise.

“**Lookback Period**”—the six (6) year period prior to the Execution Date.

“**Malware**”—any virus, Trojan horse, time bomb, key-lock, spyware, worm, malicious code or other software designed or able to, without the knowledge or authorization of Samaritan, disrupt, disable, harm, exfiltrate, interfere with the operation of or install within or on any IT Systems.





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“**Medicaid**”—the applicable provisions of Title XIX of the Social Security Act, the regulations promulgated thereunder, and the state Legal Requirements implementing the Medicaid program.



“**Medicare**”—the applicable provisions of Title XVIII of the Social Security Act and the regulations promulgated thereunder.

“**MultiCare**”—as defined in the introductory paragraph.

“**MultiCare Board**”—as defined in Section 2.1(a).

“**Order**”—any order, injunction, judgment, decree, ruling, or arbitration award of any Governmental Body or arbitrator.

“**Ordinary Course of Business**”—an action taken by a Person will be deemed to have been taken in the Ordinary Course of Business if that action (a) is taken in the ordinary course of the normal, day-to-day operations of such Person; and (b) does not require authorization by the board of directors or shareholders of such Person (or by any Person or group of Persons exercising similar authority).

“**Oregon Nominees**”—as defined in Section 7.5(b).

“**Owned Real Property**”—as defined in Section 4.7(a).

“**Owned Software**”—as defined in Section 4.23(d).

“**Party**” and “**Parties**”—as defined in the introductory paragraph.

“**Payor Agreement**”—any Contract with a Government Program or a Private Program under which Samaritan, any Subsidiary, or any facility directly receives reimbursement or payment for health care services provided to patients.

“**PBGC**”—as defined in Section 4.21(b).

“**Permitted Encumbrances**”—Encumbrances for Taxes or special assessments that are not yet due and payable or the validity of which are being contested in good faith and have been reserved for on the Financial Statements in accordance with GAAP, nonmonetary Encumbrances (but not any violations thereof) that do not materially affect the ownership, occupancy, use or operation of any Real Property as currently conducted; Encumbrances of carriers, warehousemen, mechanics, workmen, repairmen, materialmen and other similar Encumbrances which are not yet due or payable or delinquent imposed by Legal Requirement arising or incurred in the Ordinary Course of Business; Encumbrances in favor of any lessor, sublessor, licensor, or sublicensor arising in connection with any Real Property Lease that do not relate to any Breach or delinquent obligations on the part of SHS or its Subsidiaries; Encumbrances arising from zoning ordinances, building codes and other land use Legal Requirements regulating the use or occupancy of any Real Property or the activities conducted thereon which are imposed by any Governmental Body having jurisdiction over such Real Property and which are not violated by the current use or occupancy of any Real Property by the Samaritan or the operation of the Samaritan’s business thereon; easements, rights of way, zoning ordinances, covenants, conditions, restrictions and other similar matters affecting title to any Real Property (but not any violations thereof) which do not materially impair the use or occupancy of such Real Property or the operation of the business of Samaritan; and Encumbrances arising under applicable securities Legal Requirements.

“**Person**”—an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.

“**Personal Information**”—any information with respect to which there is a reasonable basis to believe that the information can be used to identify an individual, including “individually identifiable health information” as defined in 45 C.F.R. § 160.103, demographic information, social security numbers, and any other similar information or data, each to the extent defined as “personal data,” “personal information,” “personally identifiable information,” “Protected Health Information” or similar terms by applicable Legal Requirements.

“**Private Programs**”—programs for which SHS and each of its Subsidiaries, as applicable, is entitled to received payments and is party to, or otherwise entitled to bill under, current Payor Agreements with certain private nongovernmental payors or programs, self-insured employers, or other third-party payors.

“**Proceeding**”—any action, arbitration, audit, hearing, investigation, litigation, complaint, charge, demand or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

“**Proposed Budgets**”—as defined in Section 7.6(d).

“**Real Property**”—as defined in Section 4.7(a).

“**Real Property Leases**”—as defined in Section 4.7(a).

“**Referral Source Contracts**”—as defined in Section 4.17(b).

“**Reasonable Efforts**”—commercially reasonable efforts under the circumstances to achieve the objective, but do not include any material modifications of the terms or conditions of this Agreement, the initiation of litigation or other judicial or administrative process, or any change in the corporate structure or the officers or directors of a corporation.

“**Referral Source**”—any physician (or immediate family member of such physician, as determined under applicable Legal Requirements) or group of physicians or any supplier, contractor, provider, clinician, or other Person in a position to refer, recommend or arrange for the referral of patients or other health care business.

“**Regulatory Approvals**”—as defined in Section 10.1(a).

“**Regulatory Reports**”—as defined in Section 4.31(a).

“**Required Consents**”—as defined in Section 8.4.

“**Related Person**”—(a) With respect to an individual, (i) each member of such individual’s family; (ii) any person that is directly or indirectly Controlled by such individual or any one or more members of such individual’s family; (iii) any person in which members of such individual’s

family hold (individually or in the aggregate) a material interest; and (iv) any person with respect to which one or more members of such individual's family serves as a director, officer, partner, manager, executor, or trustee (or in a similar capacity).

(b) With respect to a Person other than an individual, (i) any Person that directly or indirectly Controls, is directly or indirectly Controlled by, or is directly or indirectly under common Control with, such specified Person; (ii) any Person that holds a material interest in such specified Person; (iii) each Person that serves as a director, officer, partner, manager, executor, or trustee of such specified Person (or in a similar capacity); (iv) any Person in which such specified Person holds a material interest; and (v) any Person with respect to which such specified Person serves as a general partner, manager, or a trustee (or in a similar capacity).

(c) For purposes of this definition, "**material interest**" means direct or indirect beneficial ownership of voting securities or other voting interests representing at least 10% of the outstanding voting power of a Person or equity interests representing at least 10% of the outstanding equity interests in a Person.

"**Representative**"—includes any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor or legal counsel.

"**Restated SHS Articles**"—as defined in Section 2.1(a).

"**Restated SHS Bylaws**"—as defined in Section 2.1(b).

"**Samaritan**"—as defined in the introductory paragraph.

"**Samaritan Datasets**" —as defined in Section 4.27(a).

"**Samaritan Foundations**"—collectively, Good Samaritan Hospital Foundation, Albany General Hospital Foundation, Lebanon Community Hospital Foundation, and North Lincoln Hospital Foundation.

"**Samaritan Foundations Boards**"—the Boards of Directors of the Samaritan Foundations.

"**Samaritan Health Plans**"—as defined in the Recitals.

"**Samaritan Medical Staff**"—as defined in Section 4.25.

"**SAP Statements**"—as defined in Section 4.31(b).

"**Schedules**"—the disclosure schedules delivered by Samaritan to MultiCare concurrently with the execution and delivery of this Agreement.

"**Service Area**"—the geographic areas in which Samaritan Health Plans hold permits issued by Governmental Bodies and as applicable are duly authorized by CMS and the applicable Governmental Authorities as of the date of this Agreement, to offer services to members.

“SHS”—as defined in the introductory paragraph.

“SHS Board”—the Board of Directors of SHS.

“Subsidiary”—with respect to any Person (the “owner”), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation’s or other Person’s board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred), are held by directly or indirectly by the owner. For purposes of Article IV, Subsidiary shall also include any joint venture in which a First Tier Subsidiary holds a majority equity ownership interest.

“Third Party Leases”—as defined in Section 4.7(c).

“Tax”—any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees’ income withholding, foreign or domestic withholding, Social Security, unemployment, disability, real property, personal property, sales, use, transfer, value added, concession, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge, or duty of any kind whatsoever and any interest, penalty, addition, or additional amount thereon imposed, assessed, or collected by or under the authority of any Governmental Body or payable under any tax-sharing agreement or any other Contract.

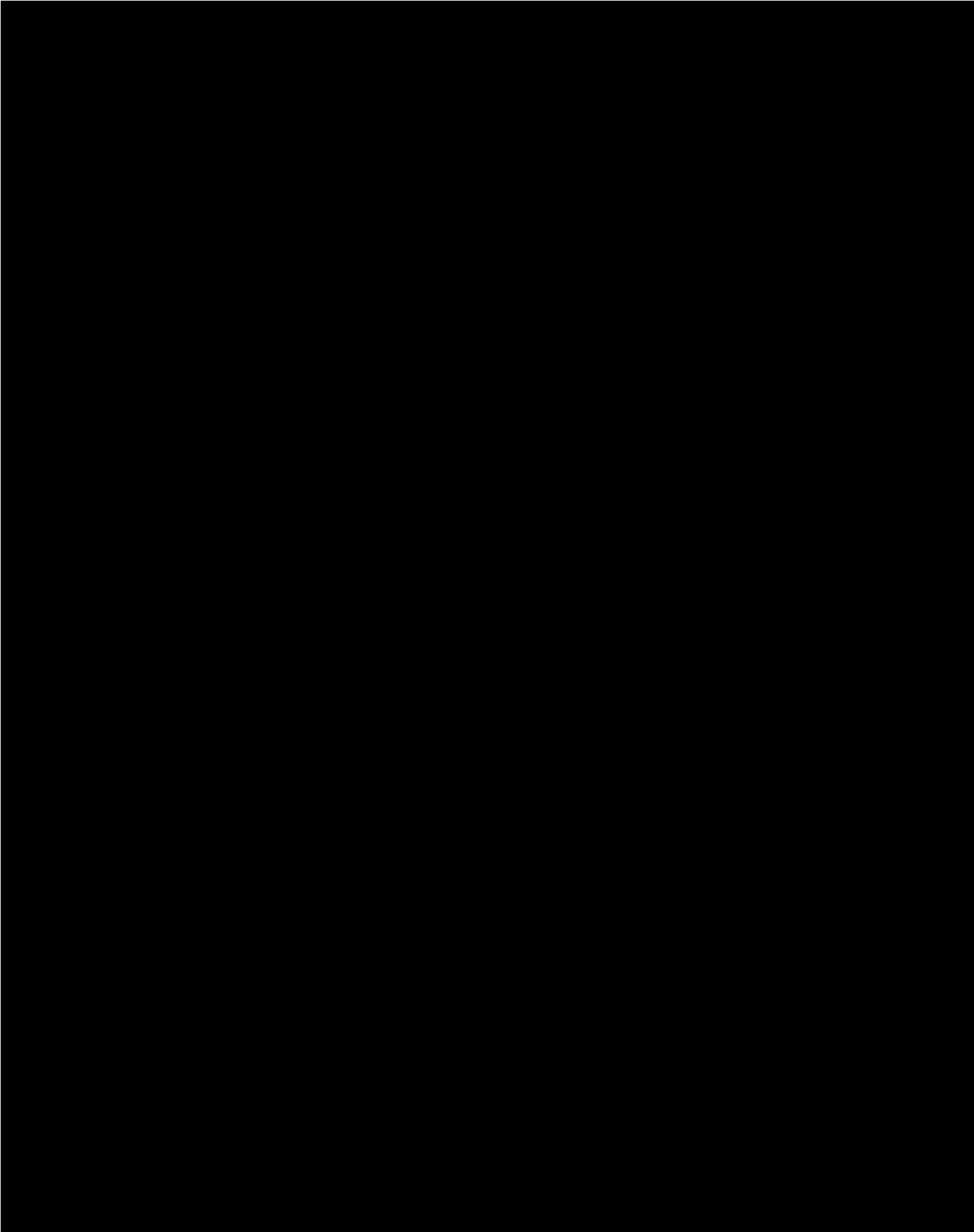
“Tax Return”—any return (including any information return), report, statement, schedule, notice, form, declaration, claim for refund, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Legal Requirement relating to any Tax.

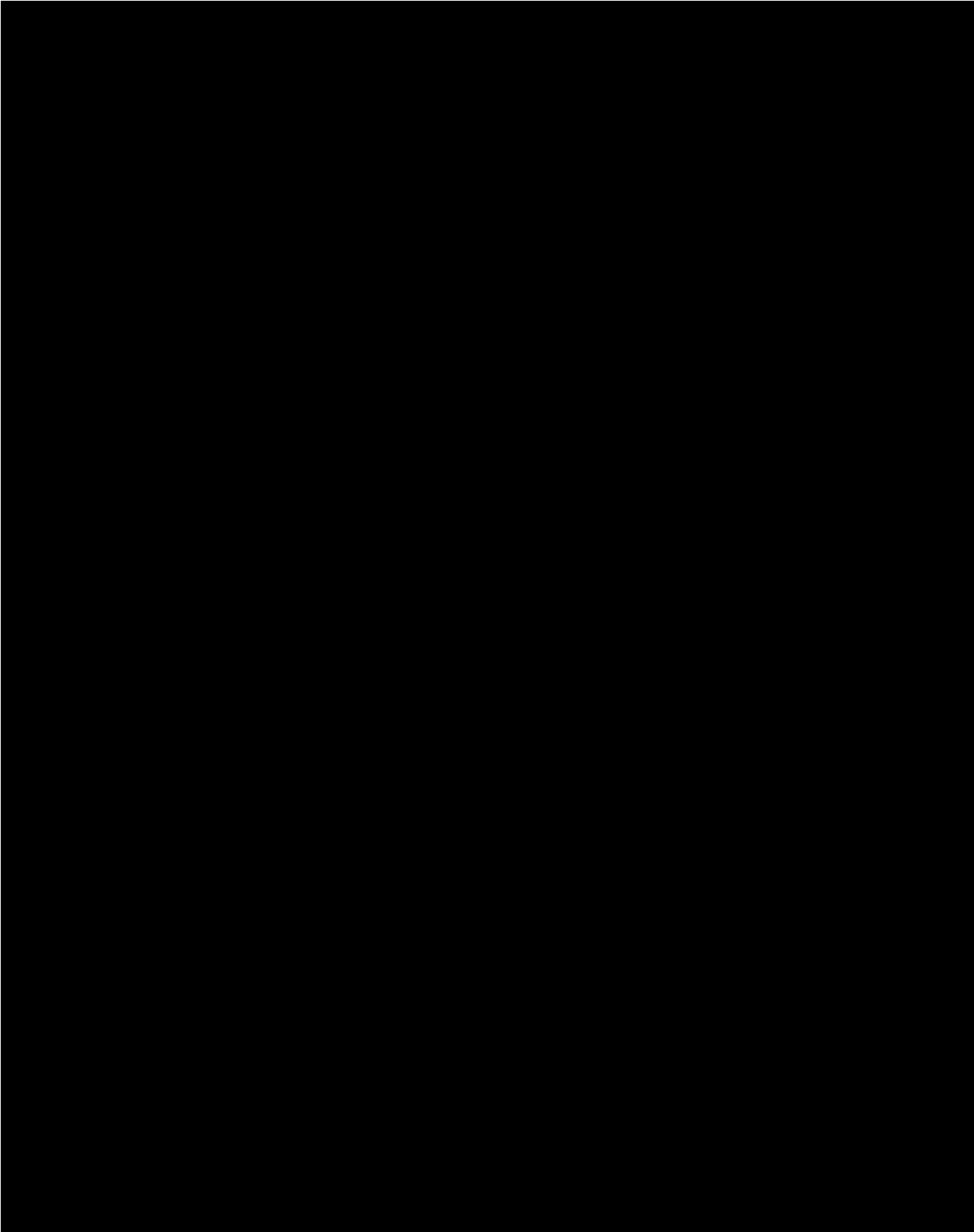
“Transaction Documents”—as defined in Section 3.2.

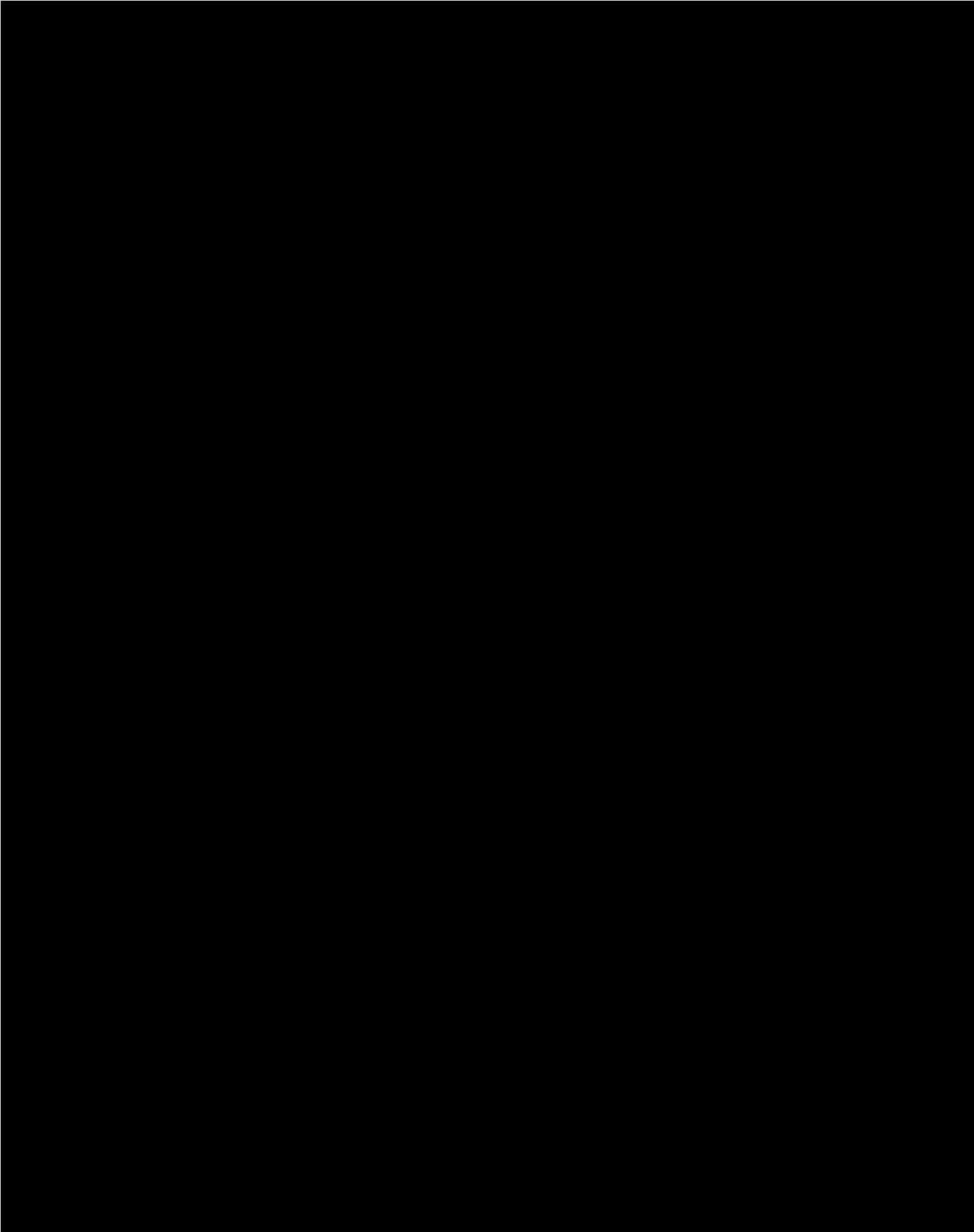
“Treasury Regulations” means the income tax regulations promulgated by the U.S. Department of Treasury under the Code.

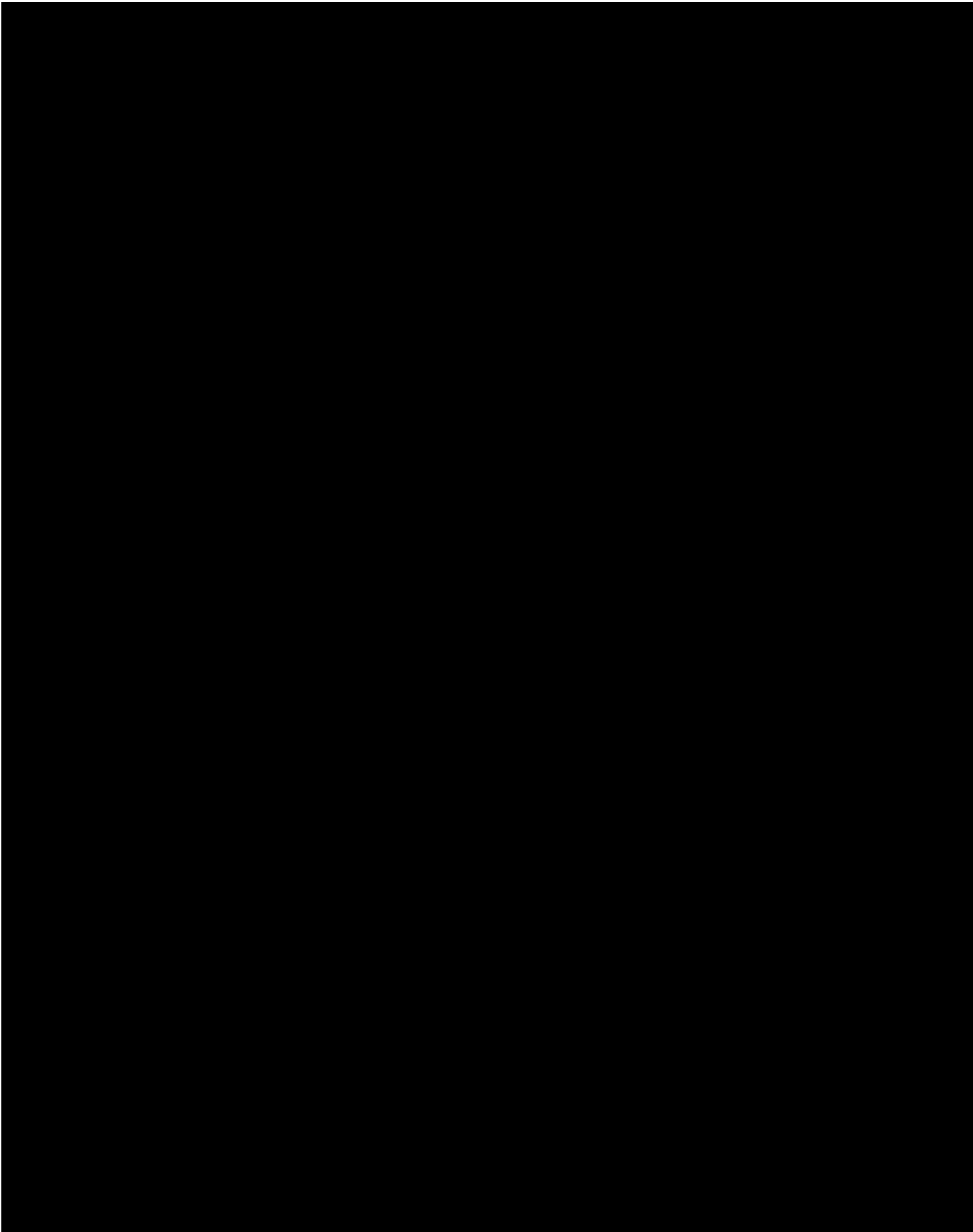
“WARN Act”—as defined in Section 4.22(b).

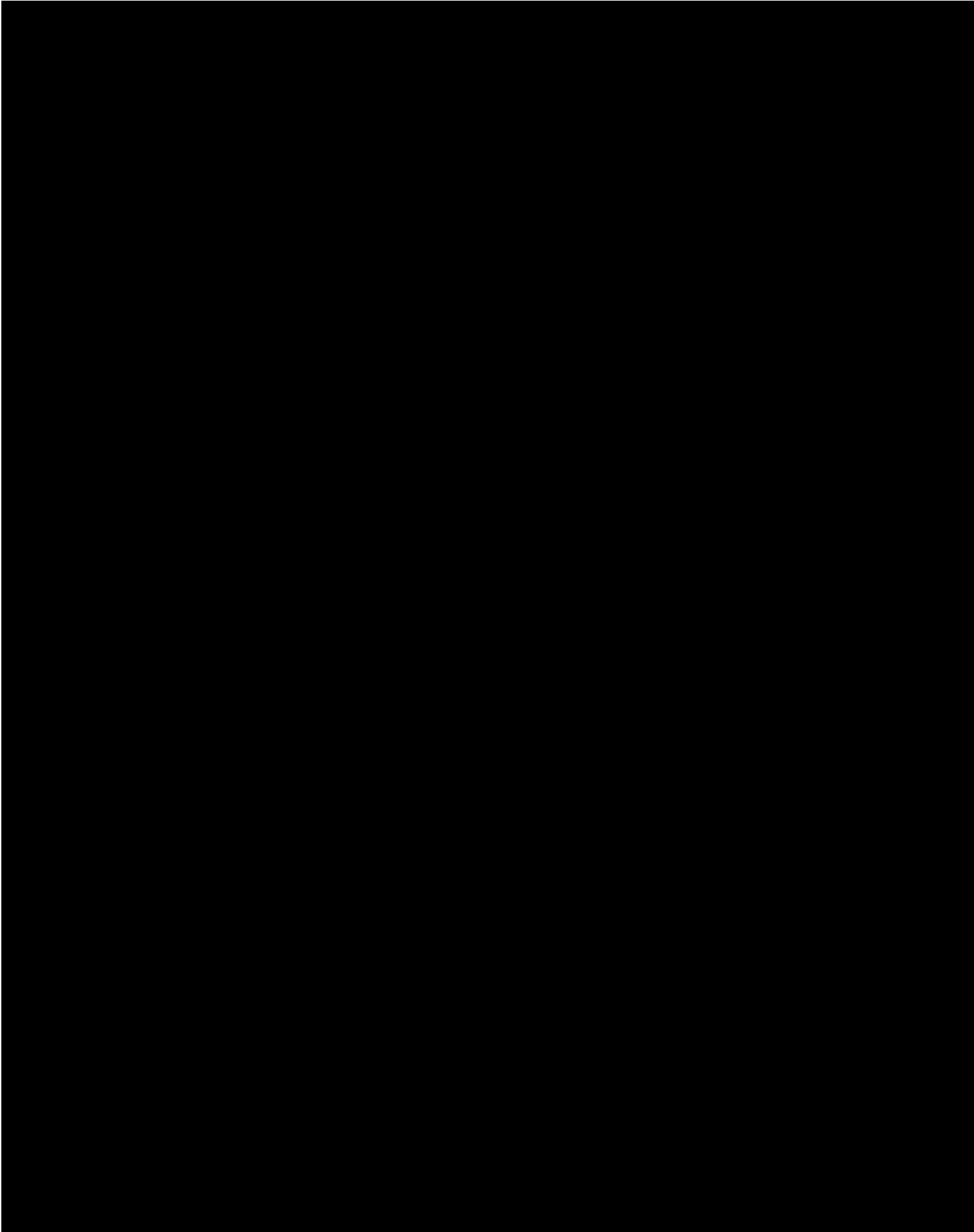


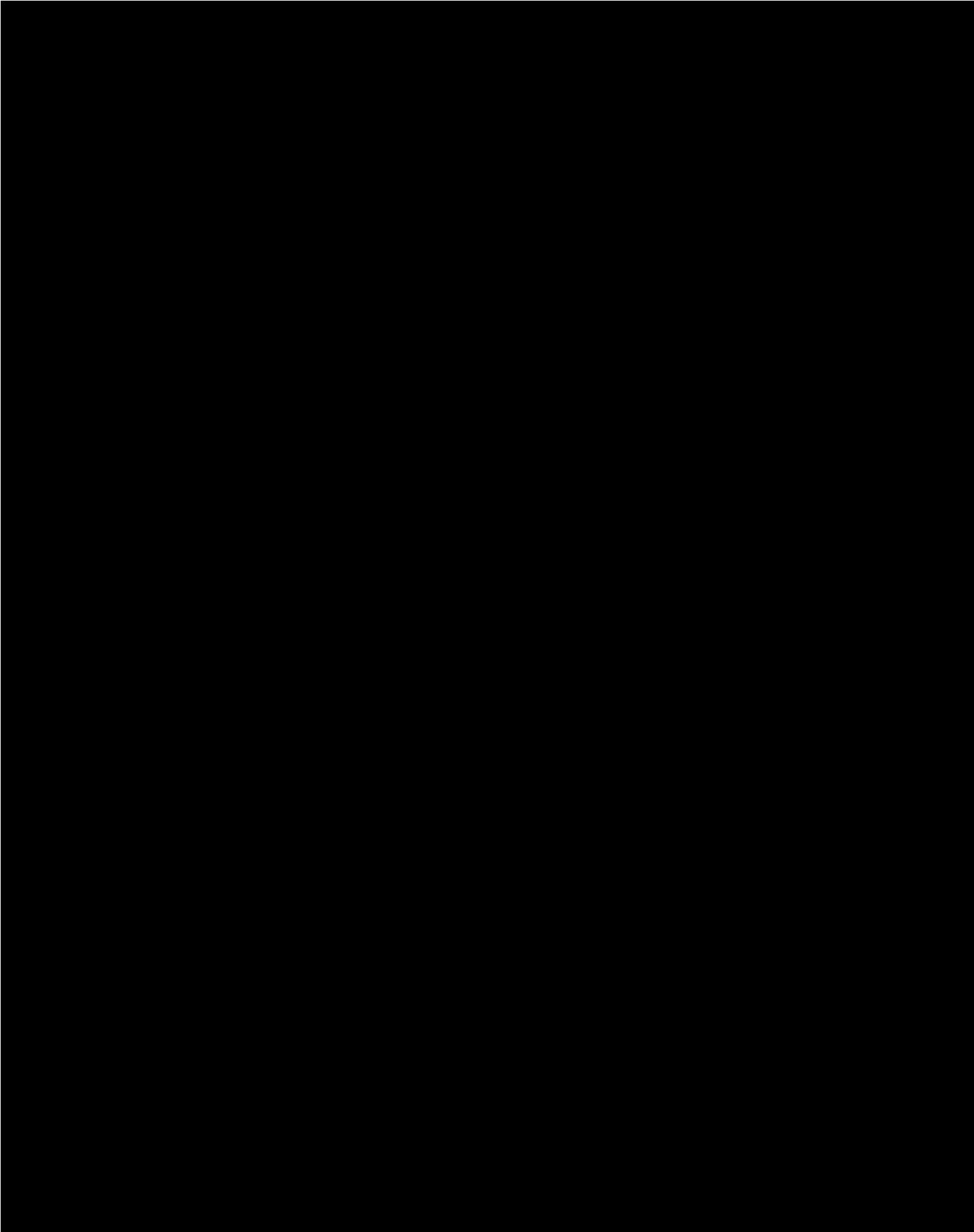


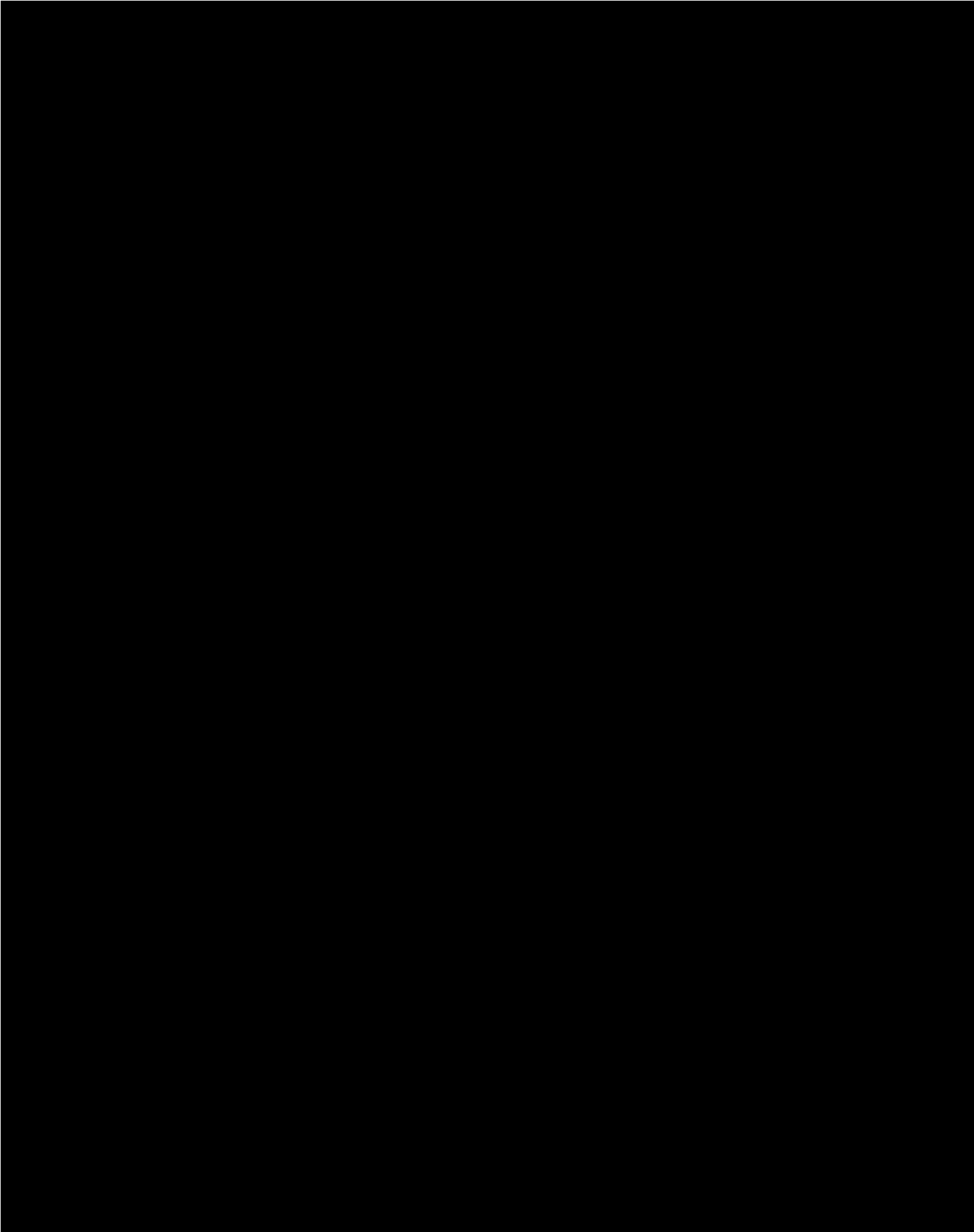


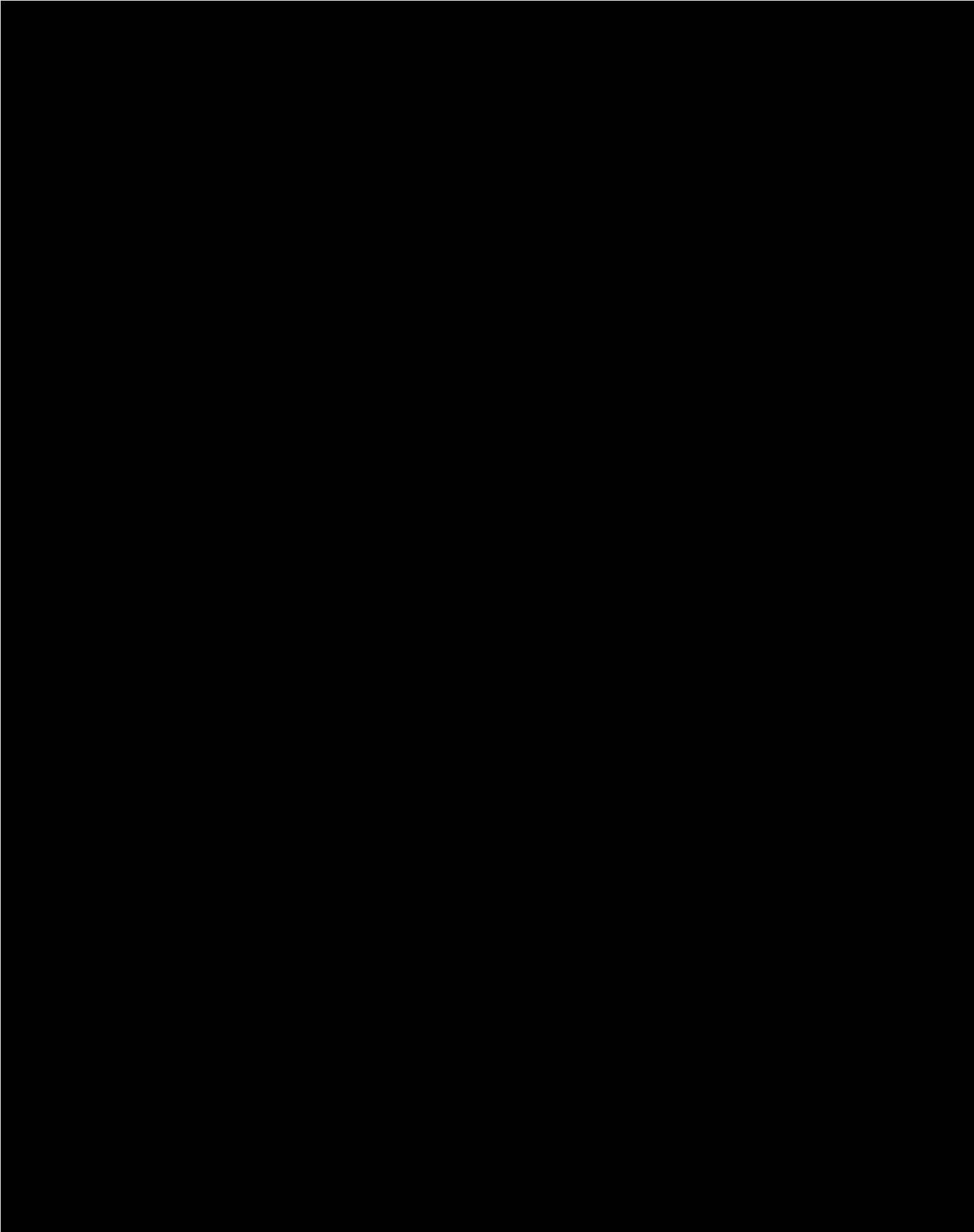


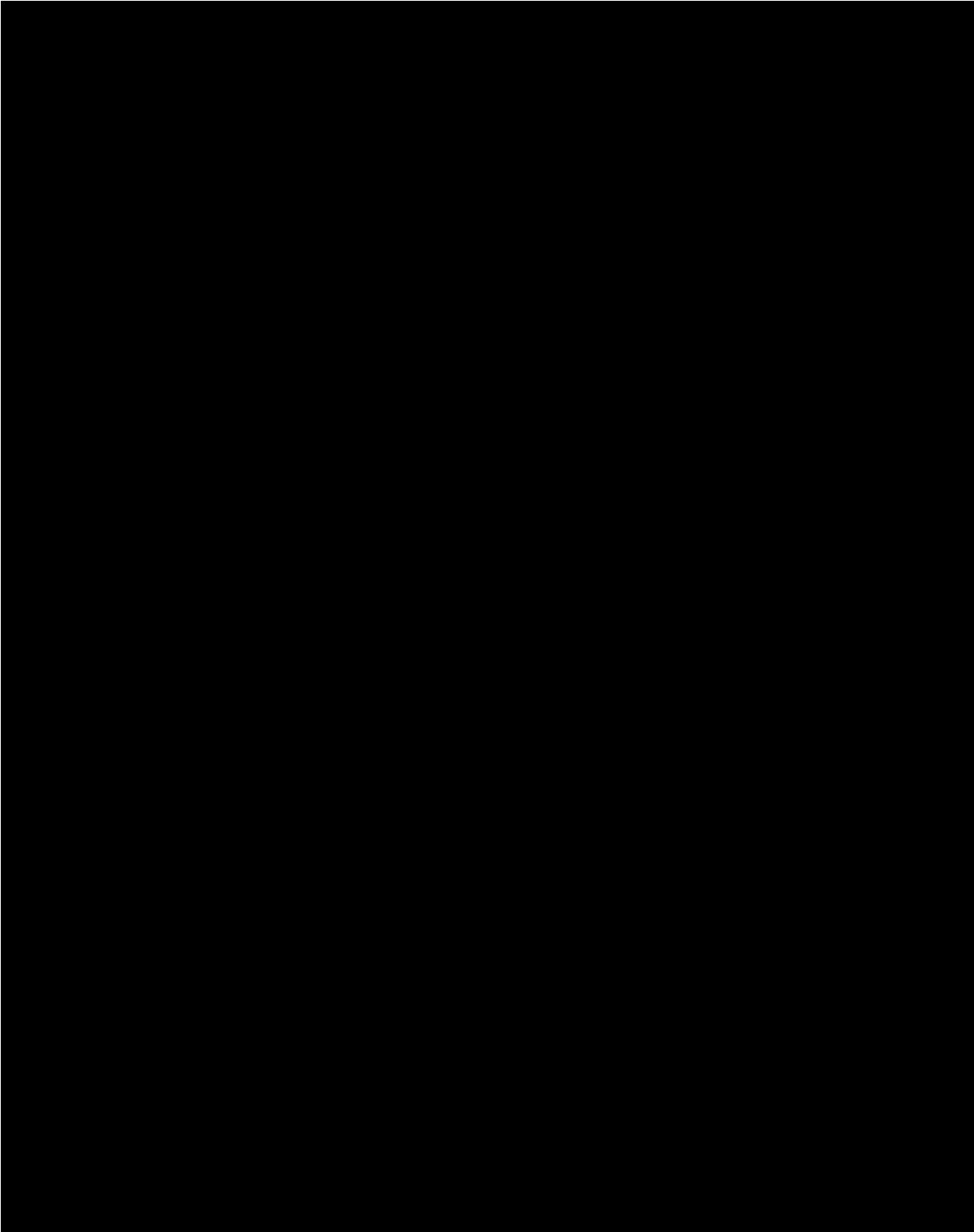


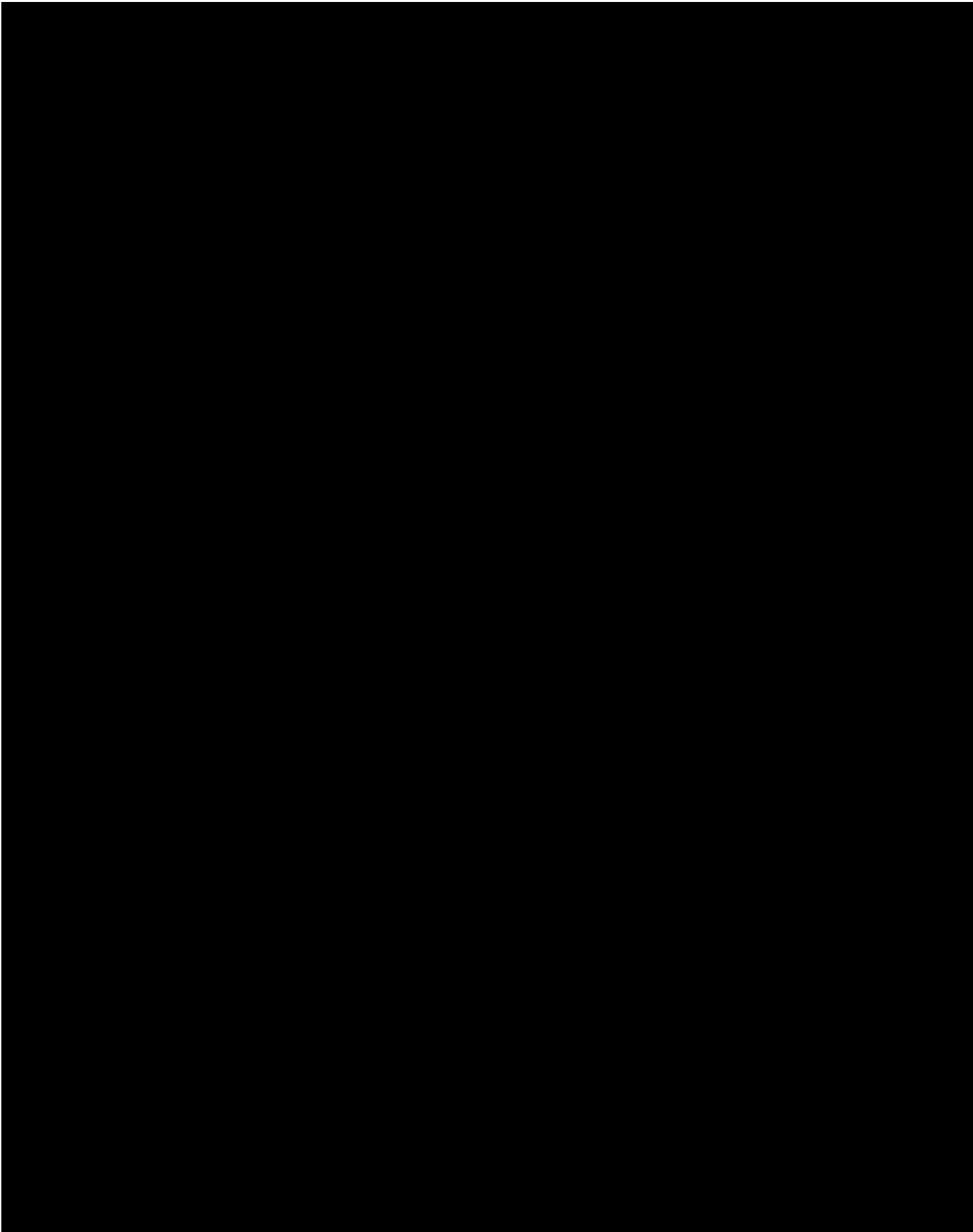


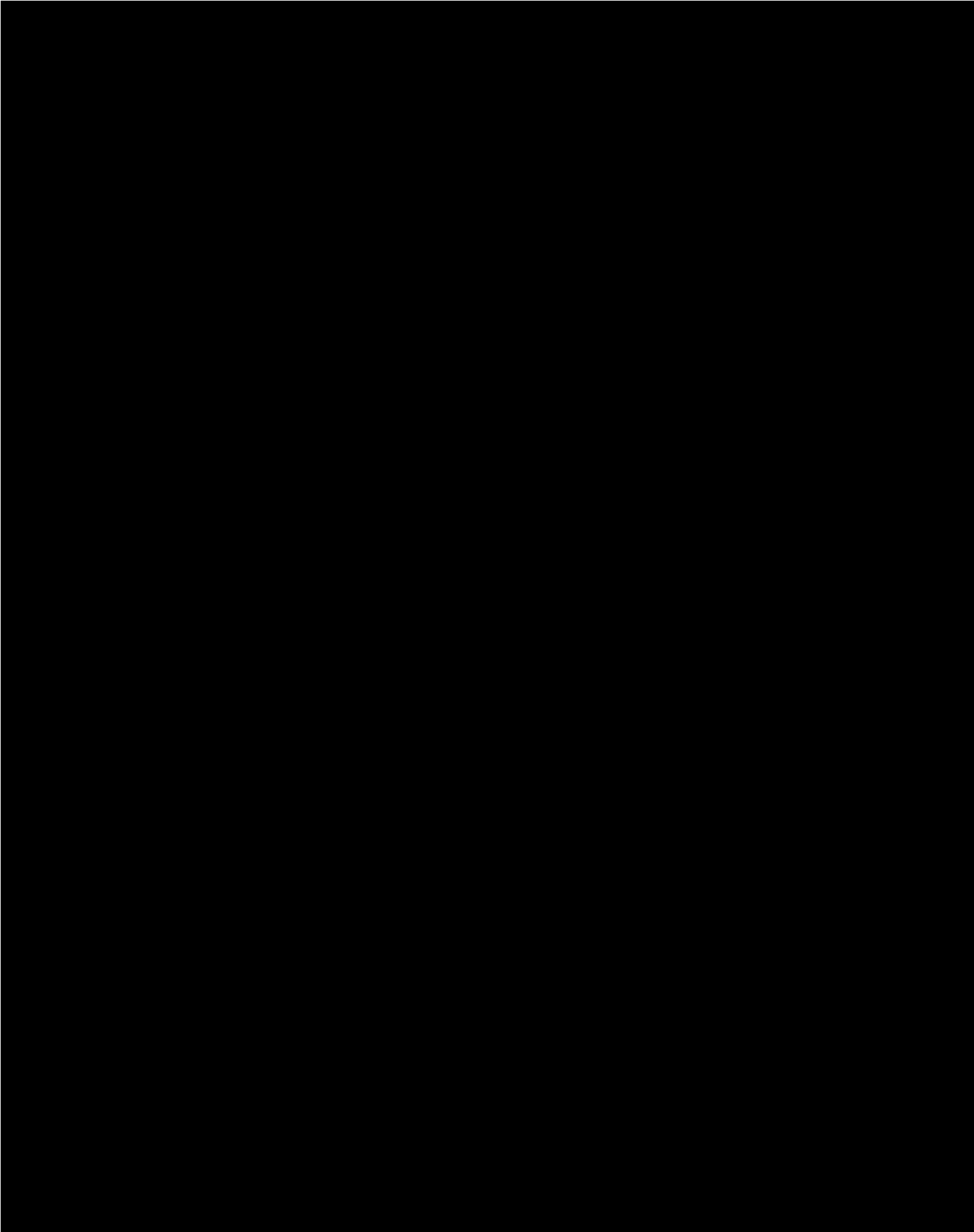


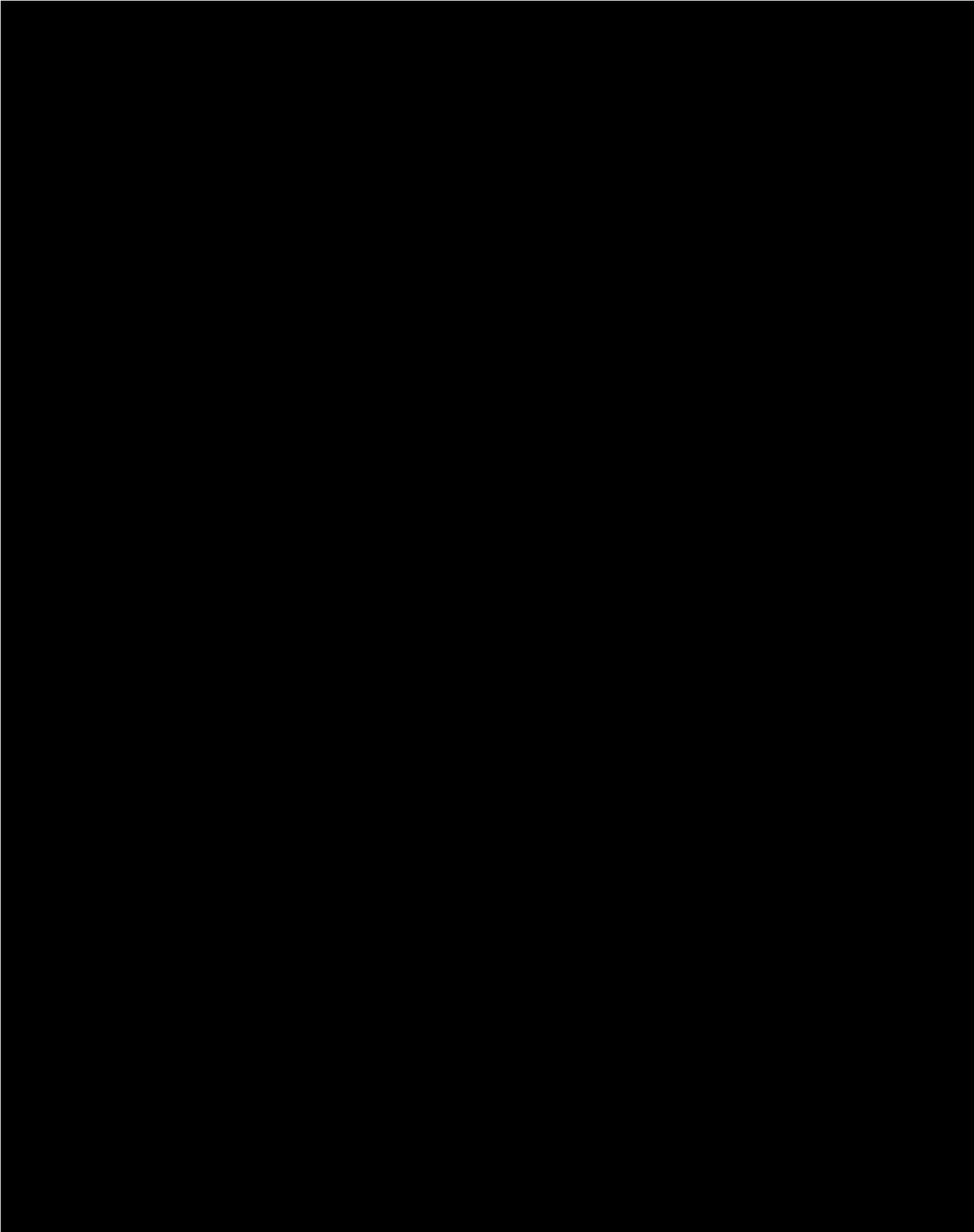


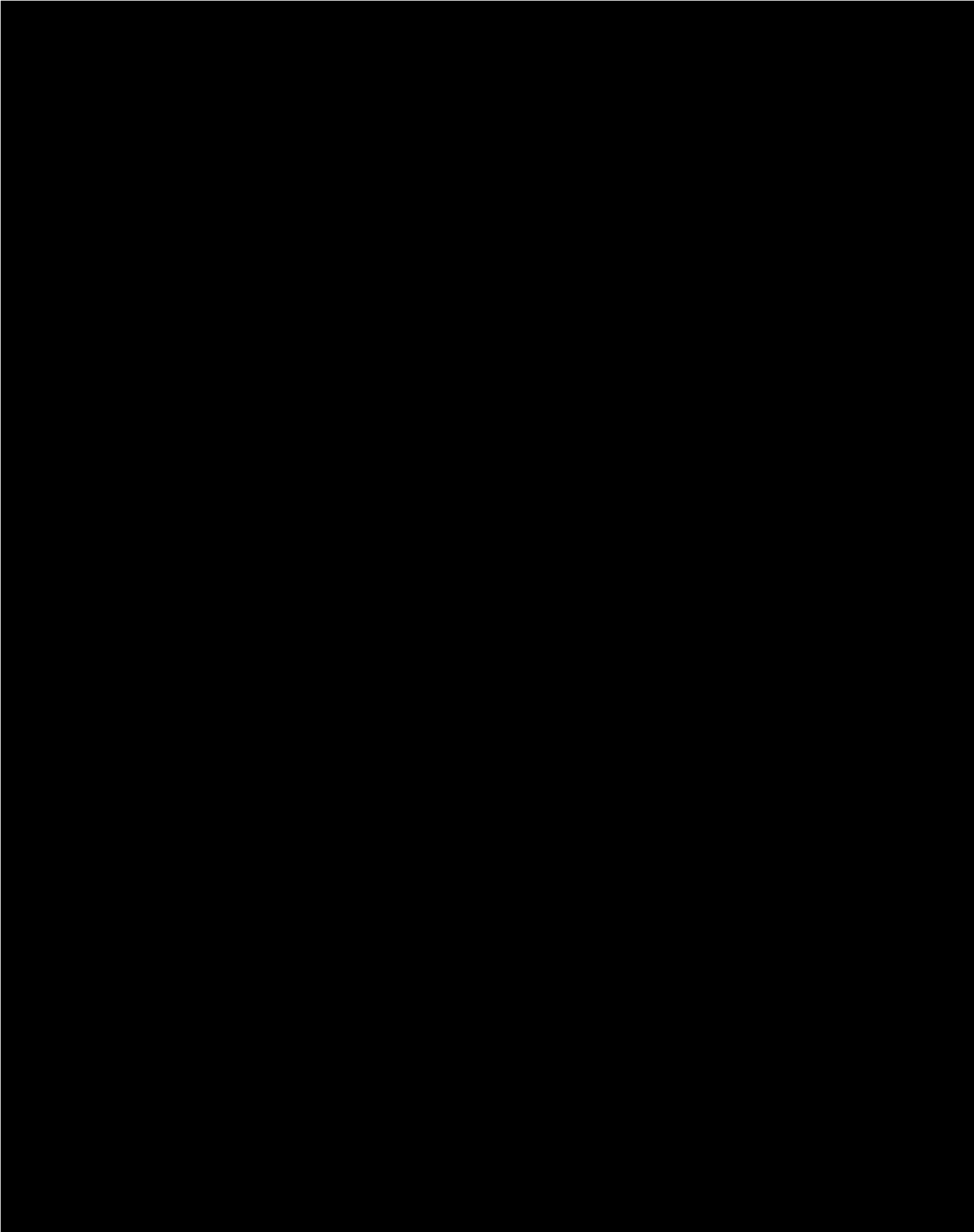


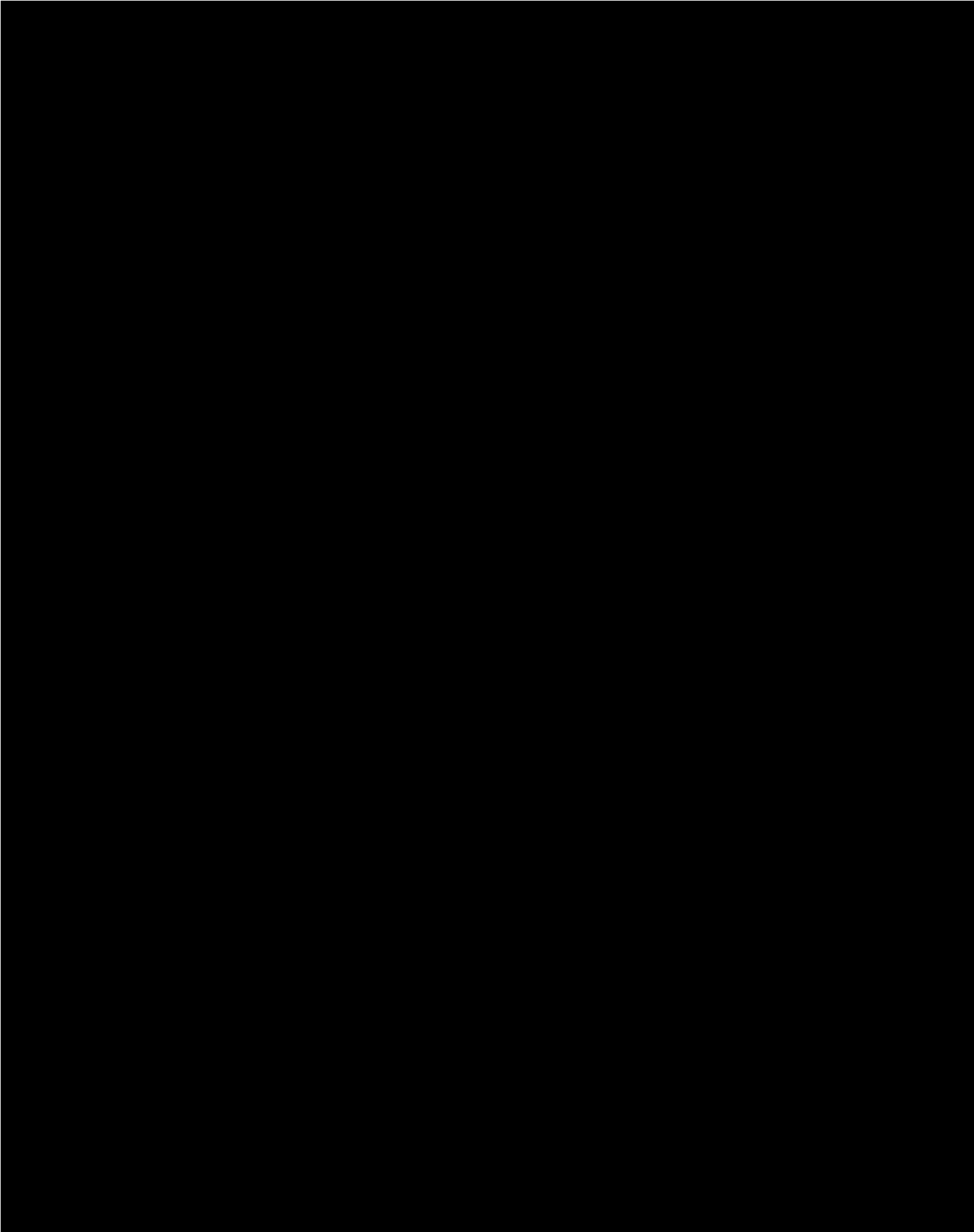


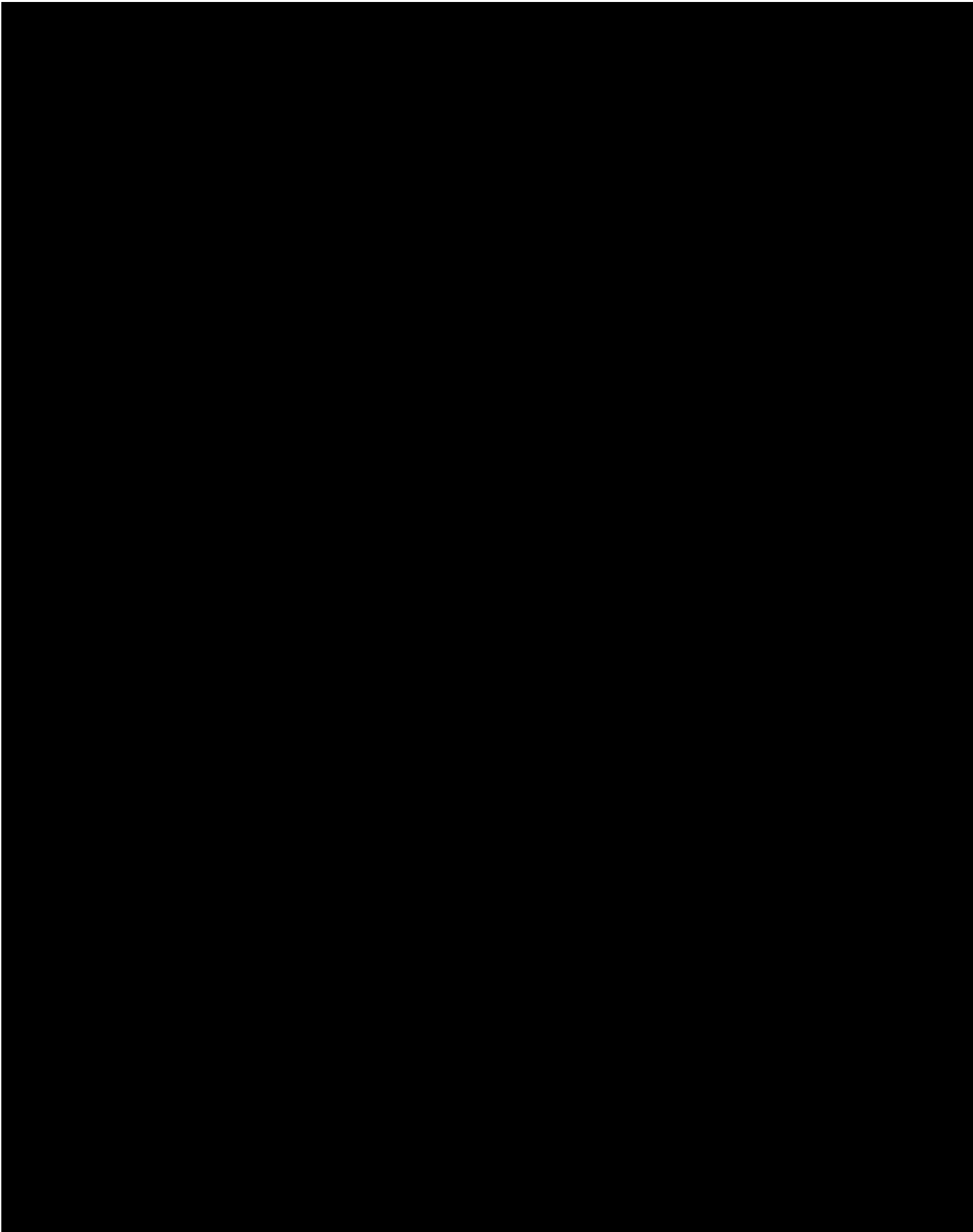


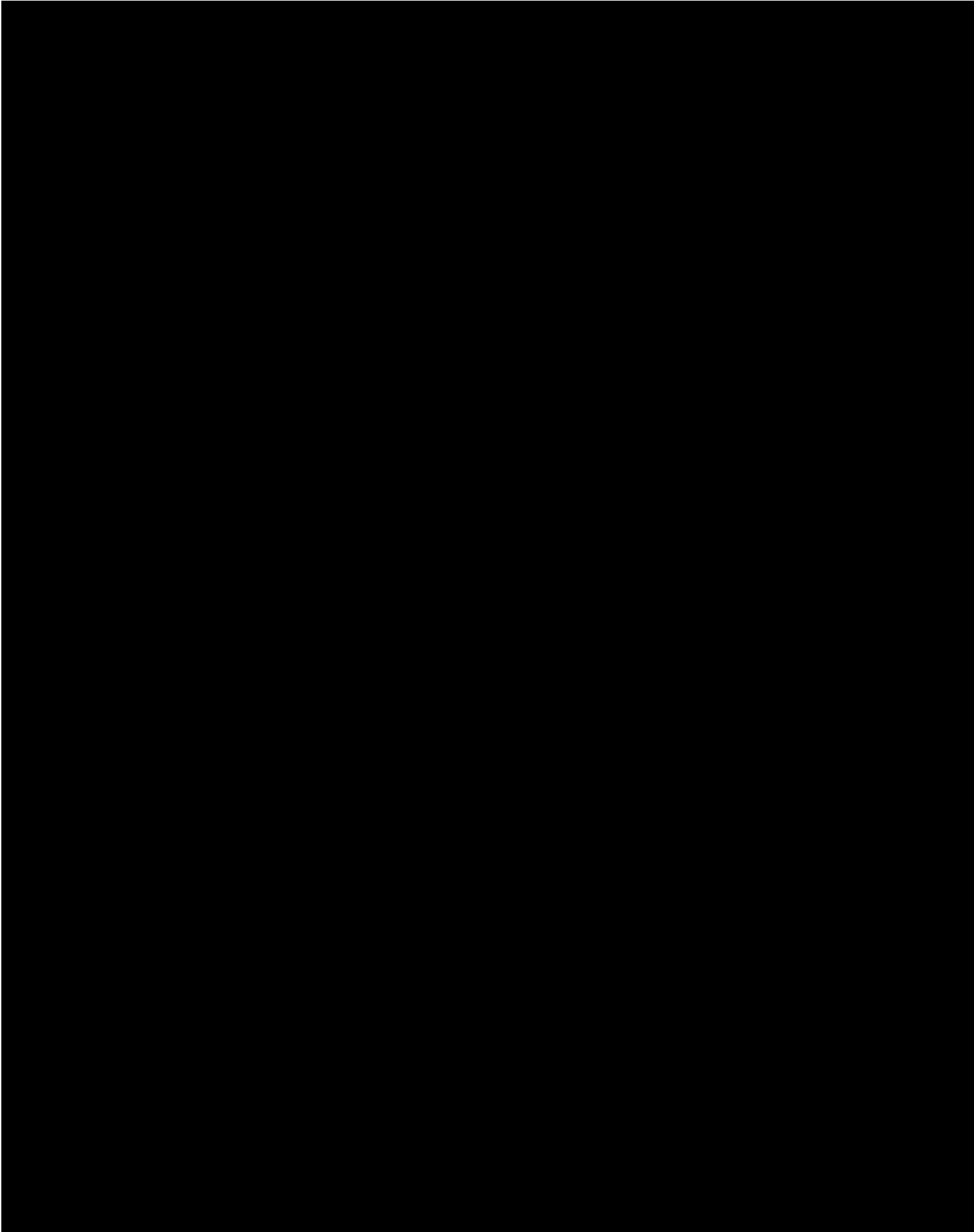


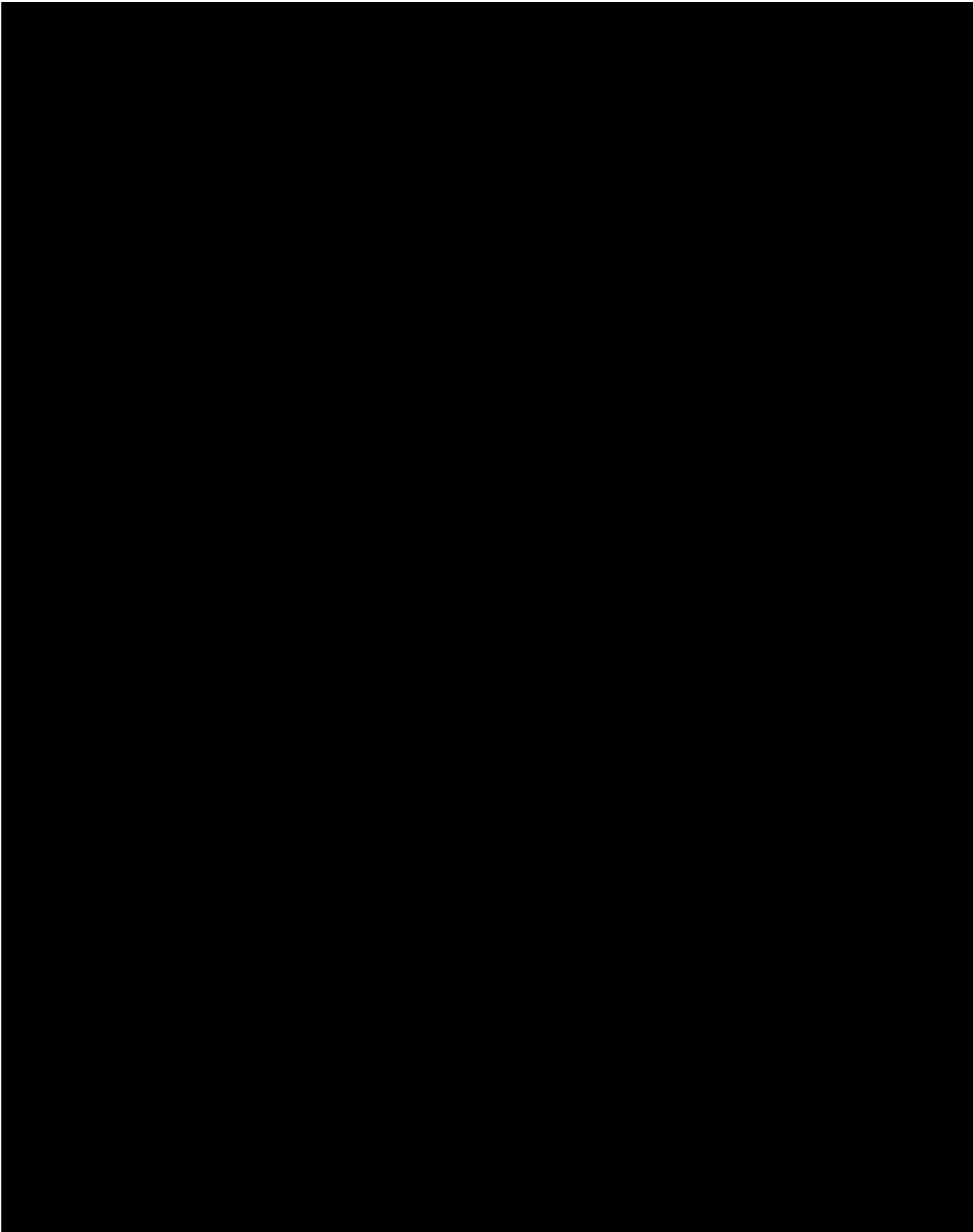


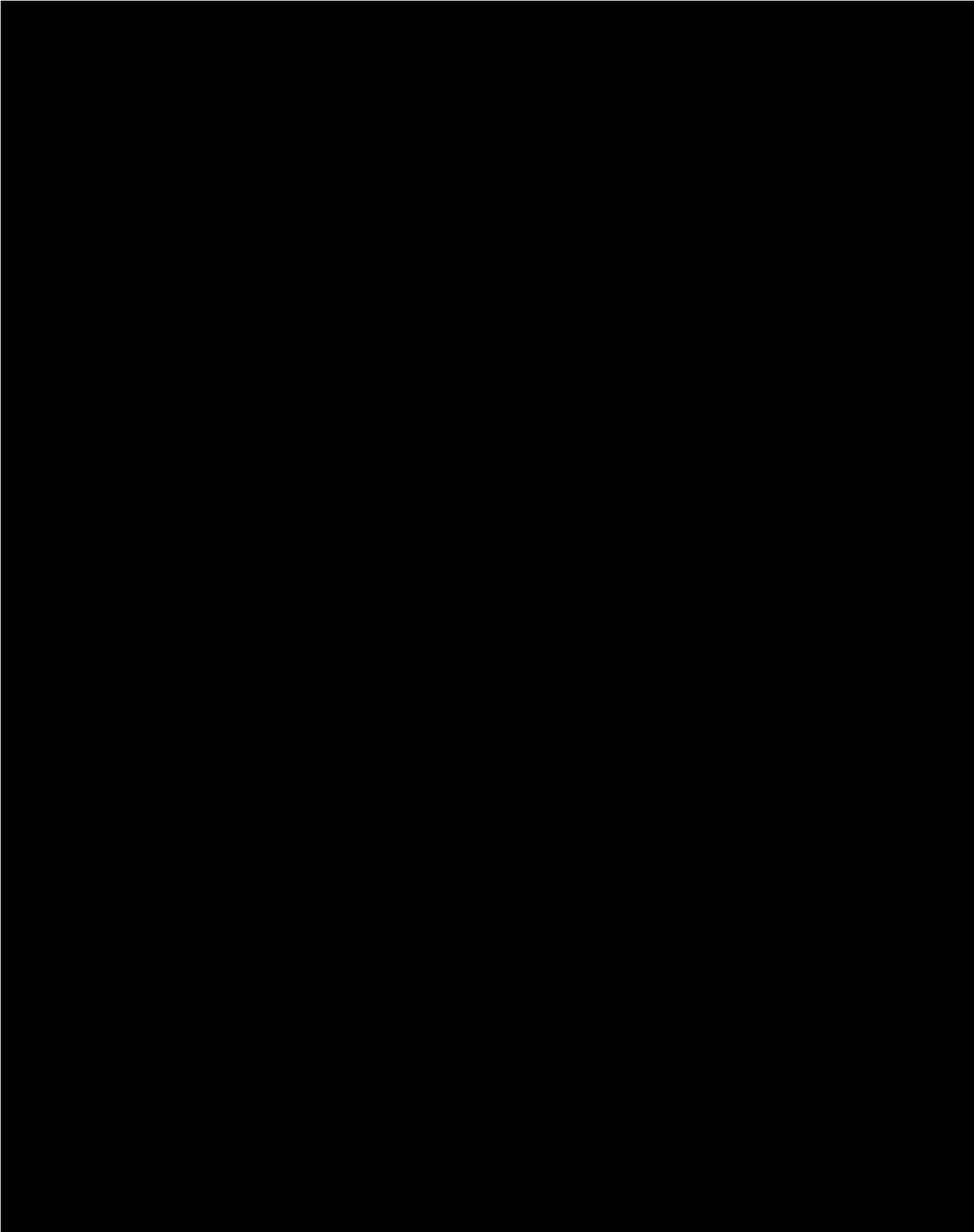


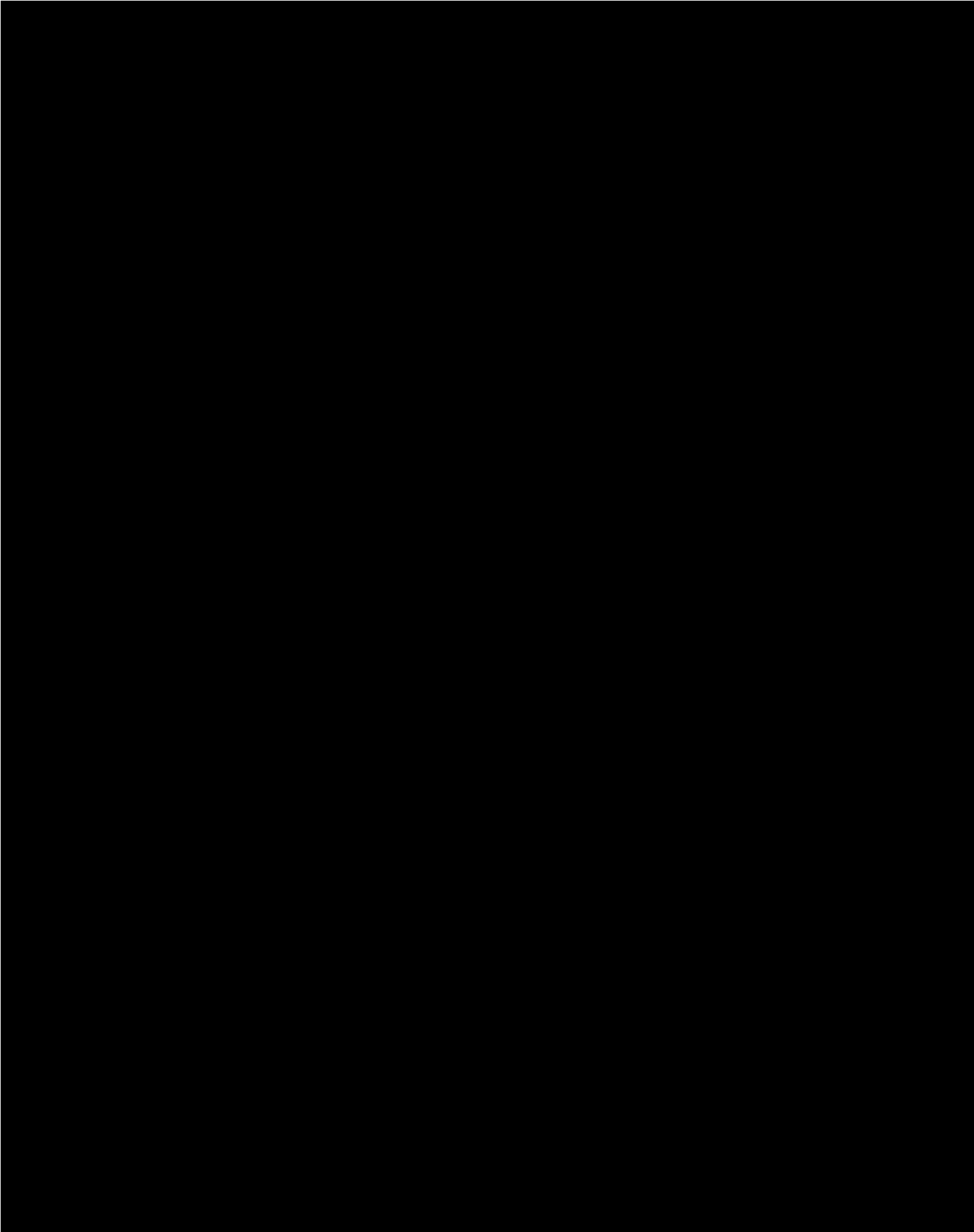


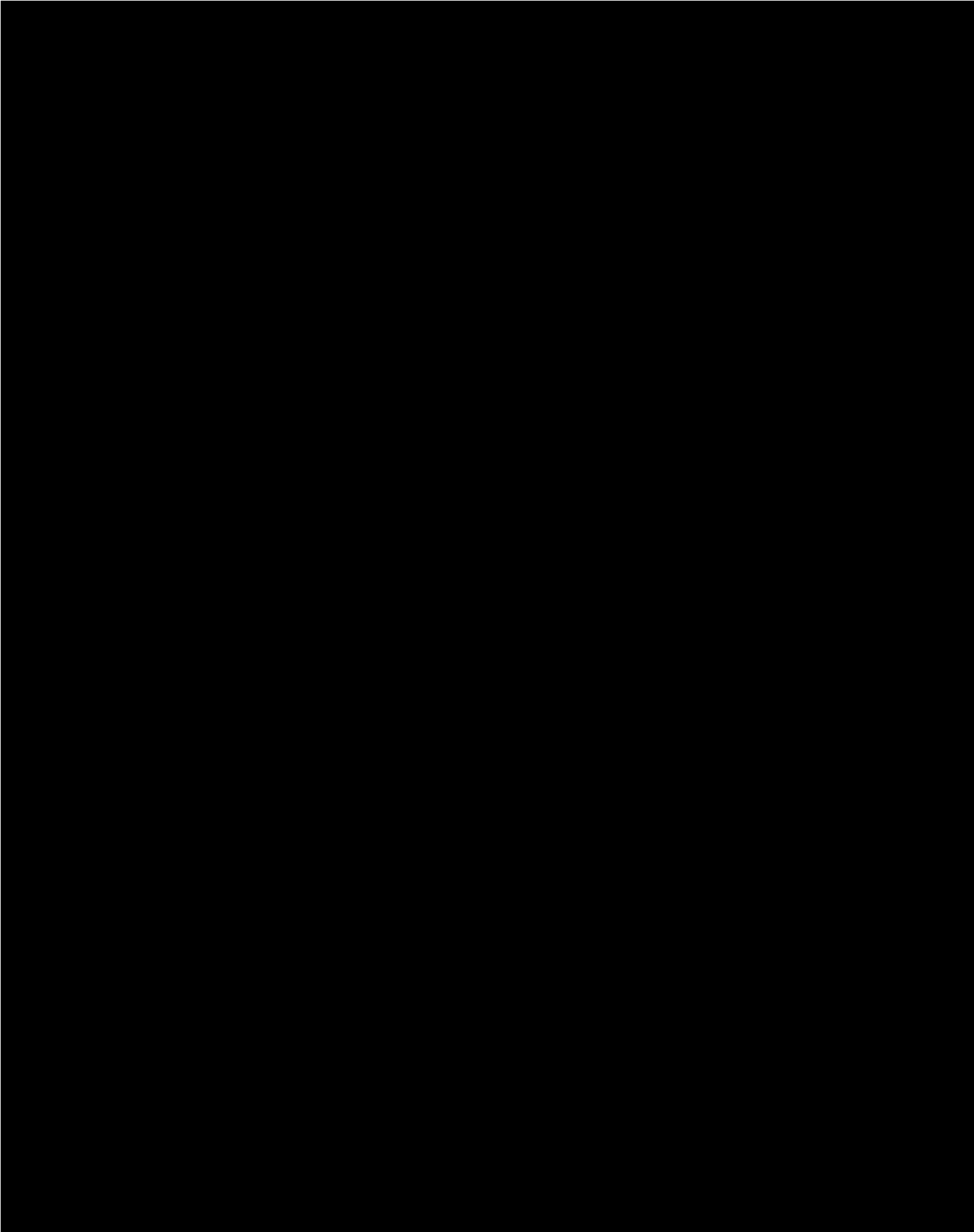


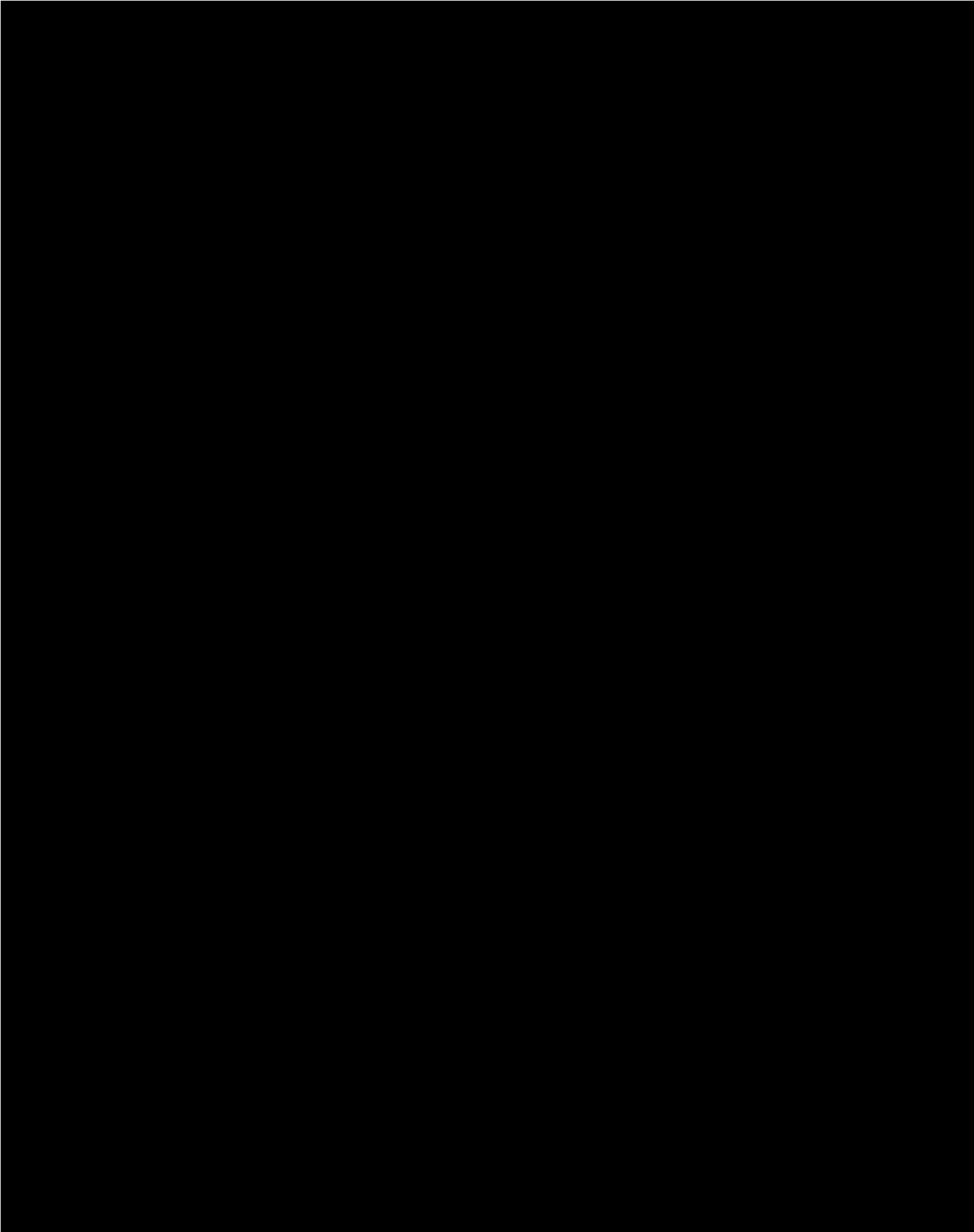


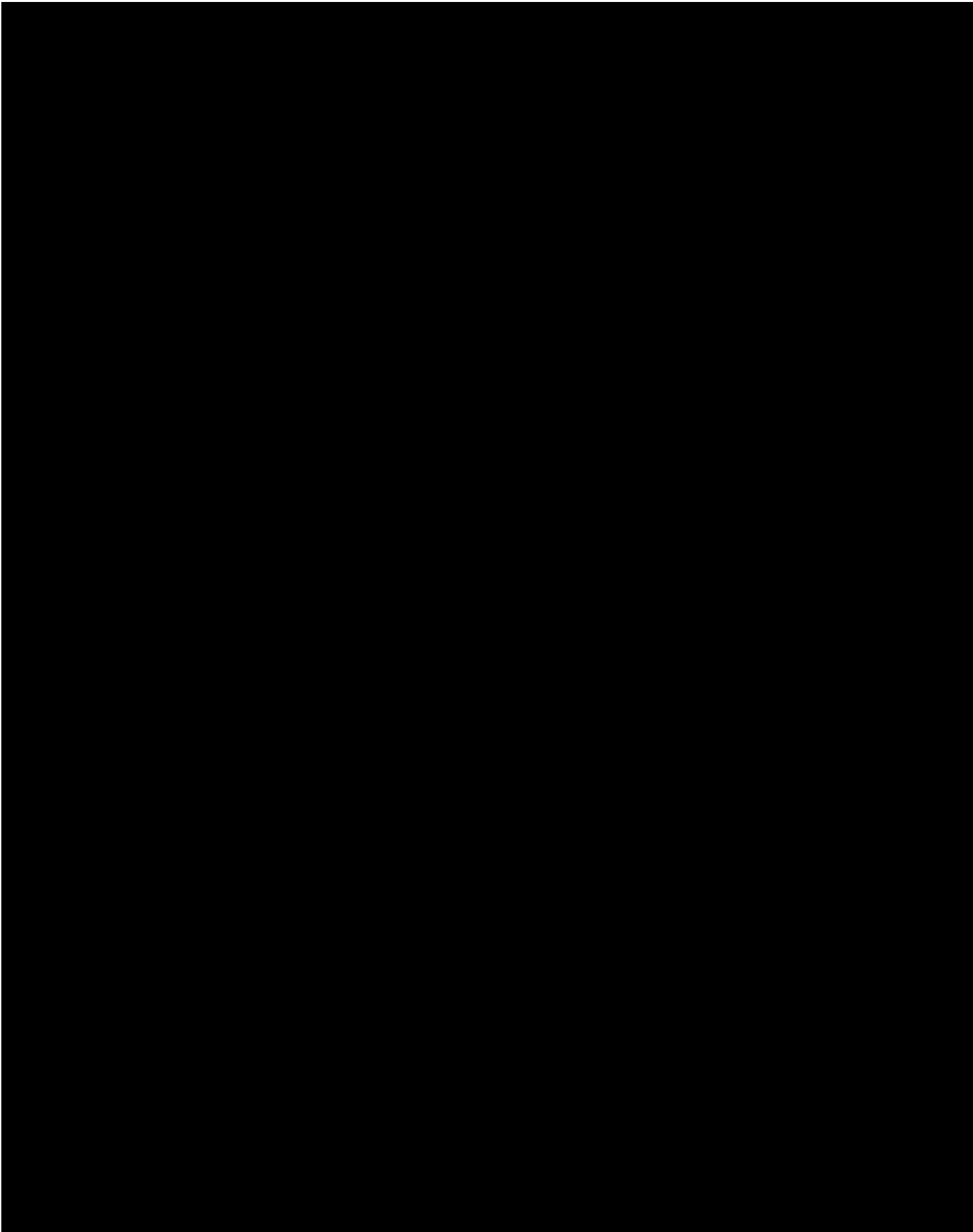


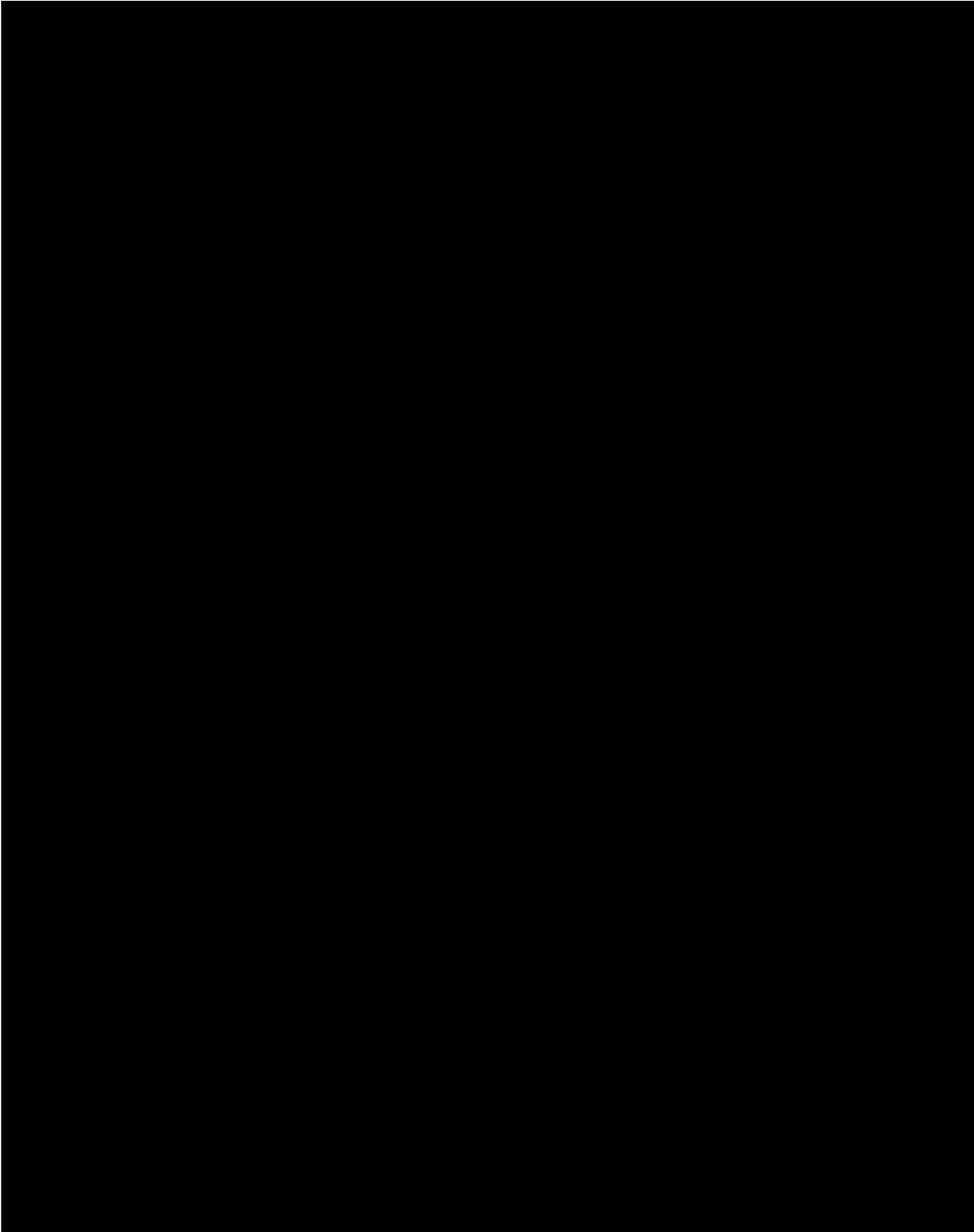


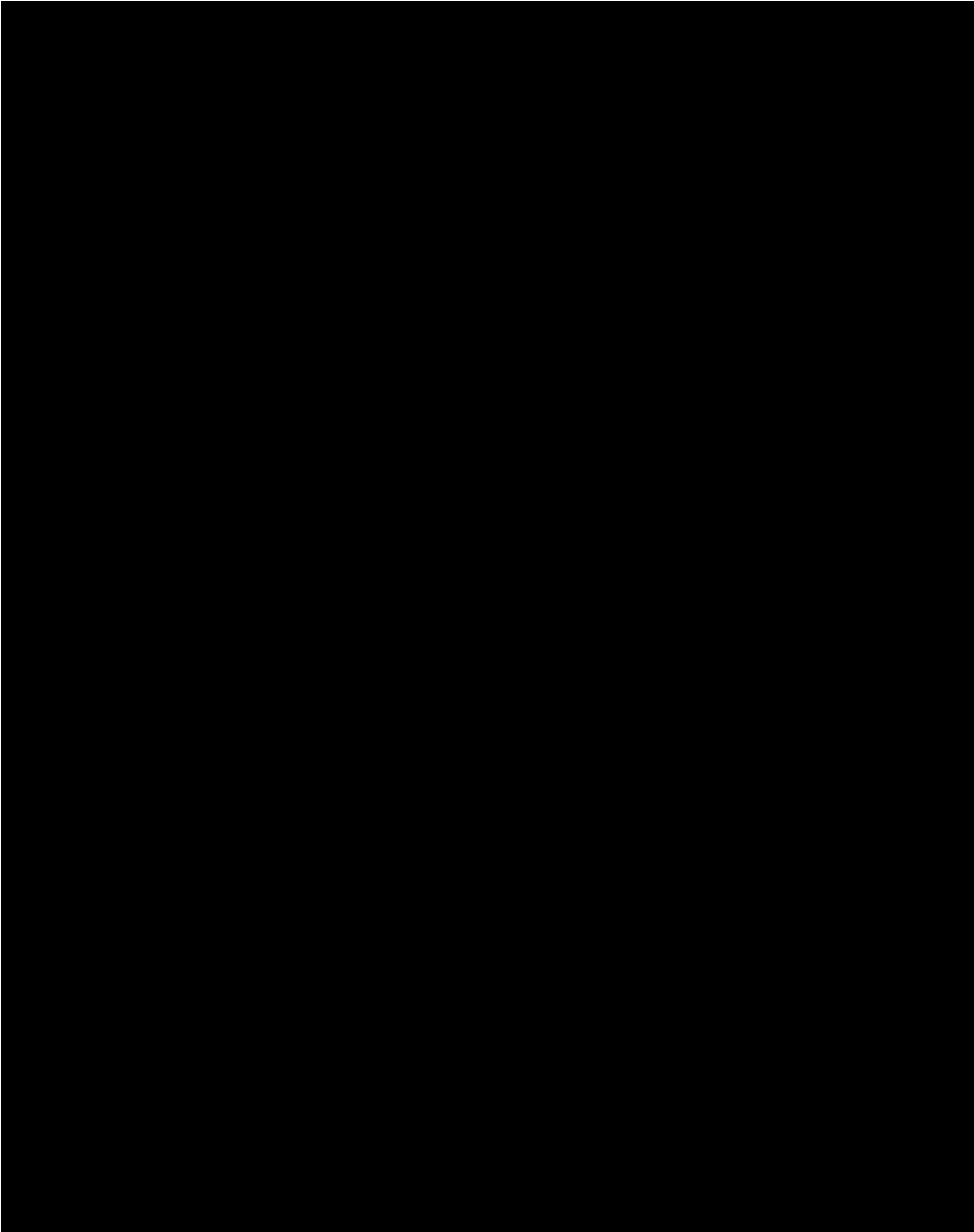


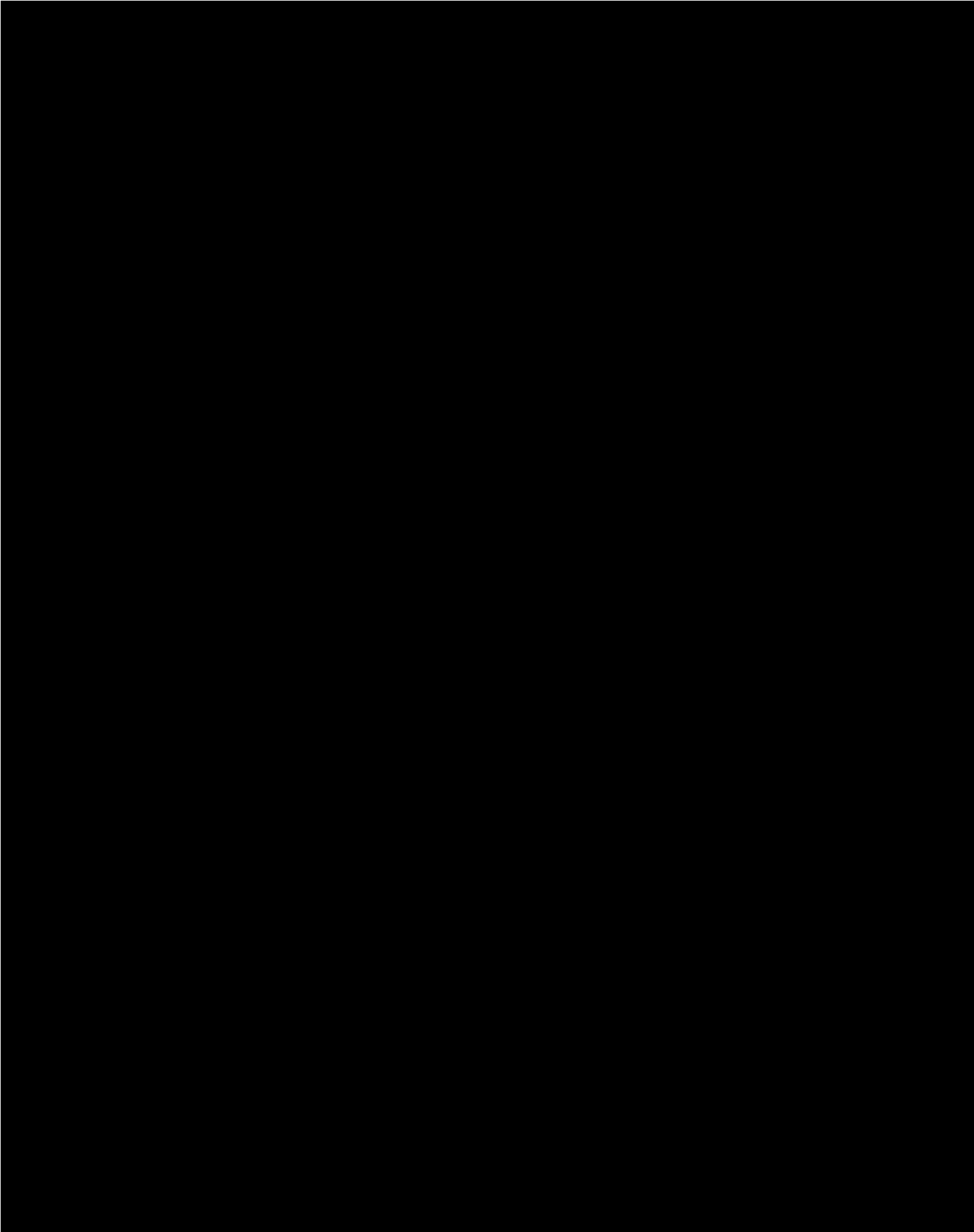


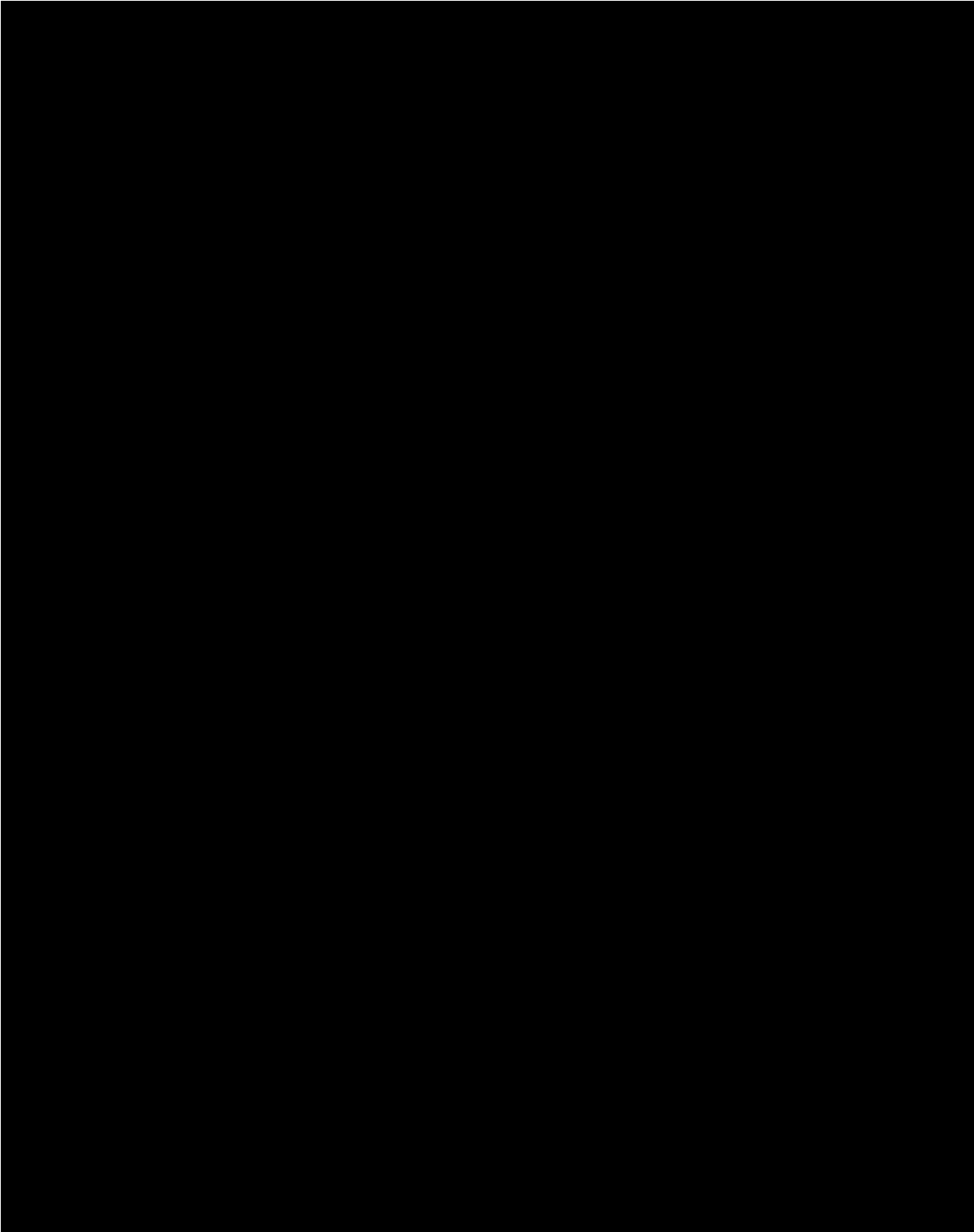


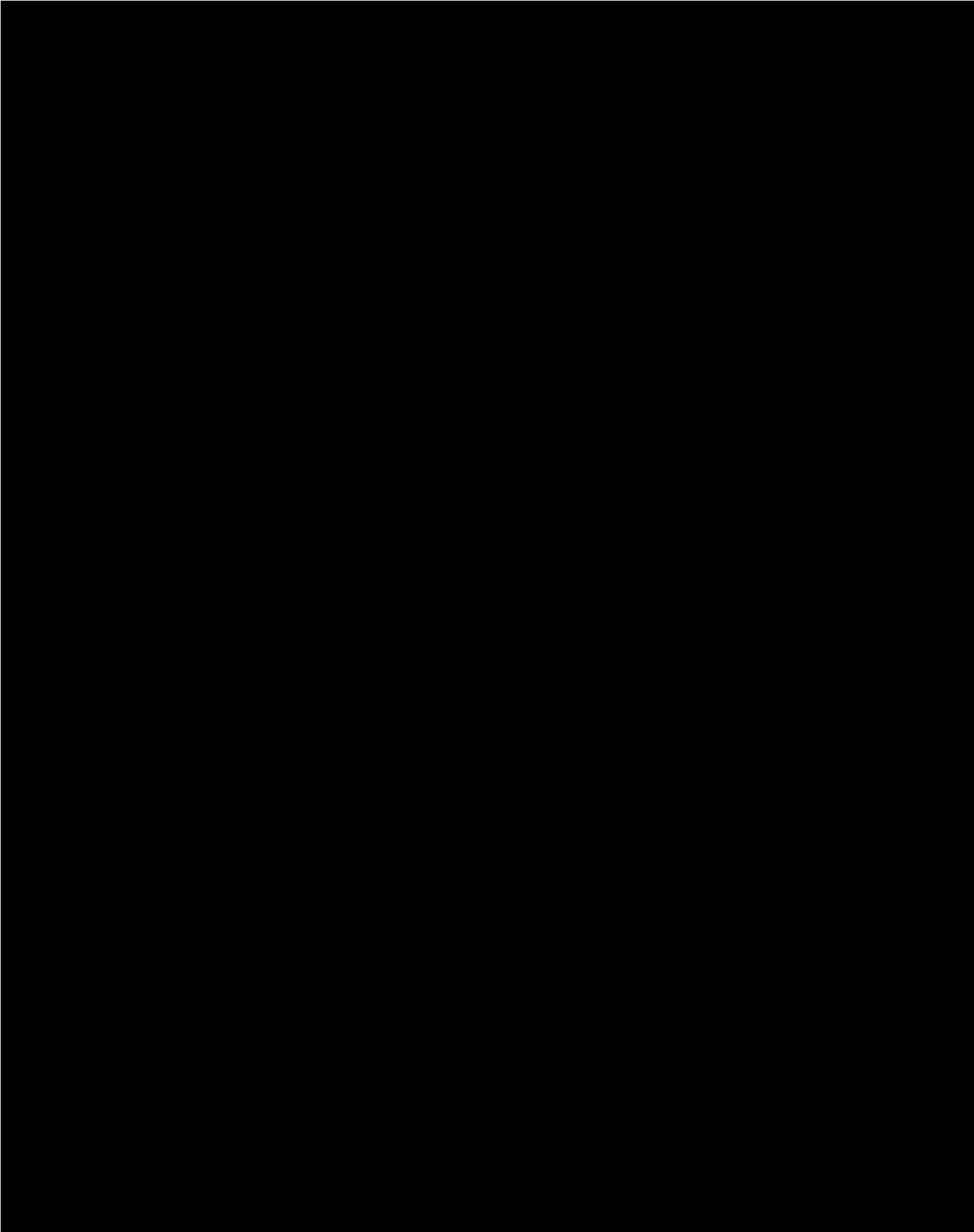


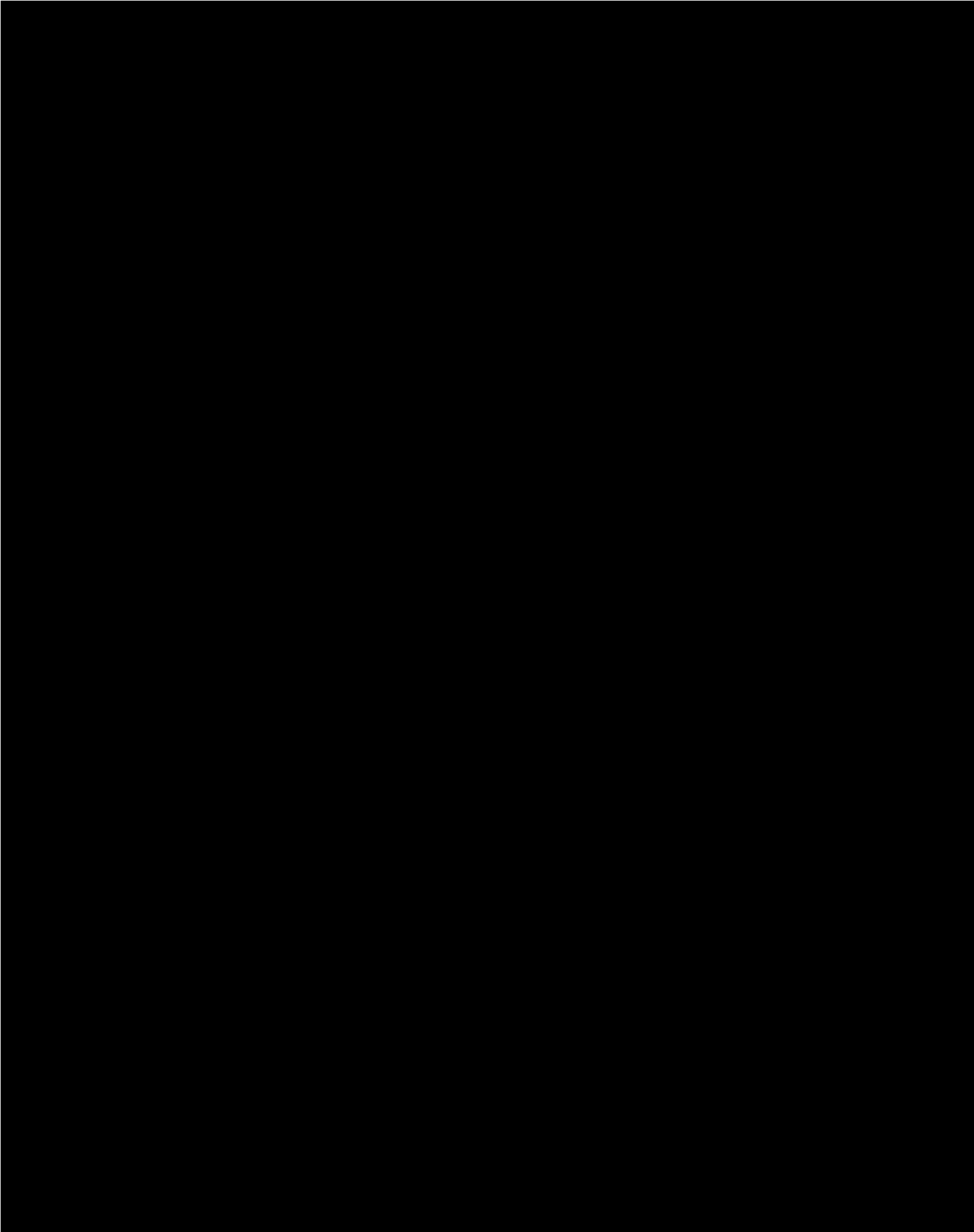


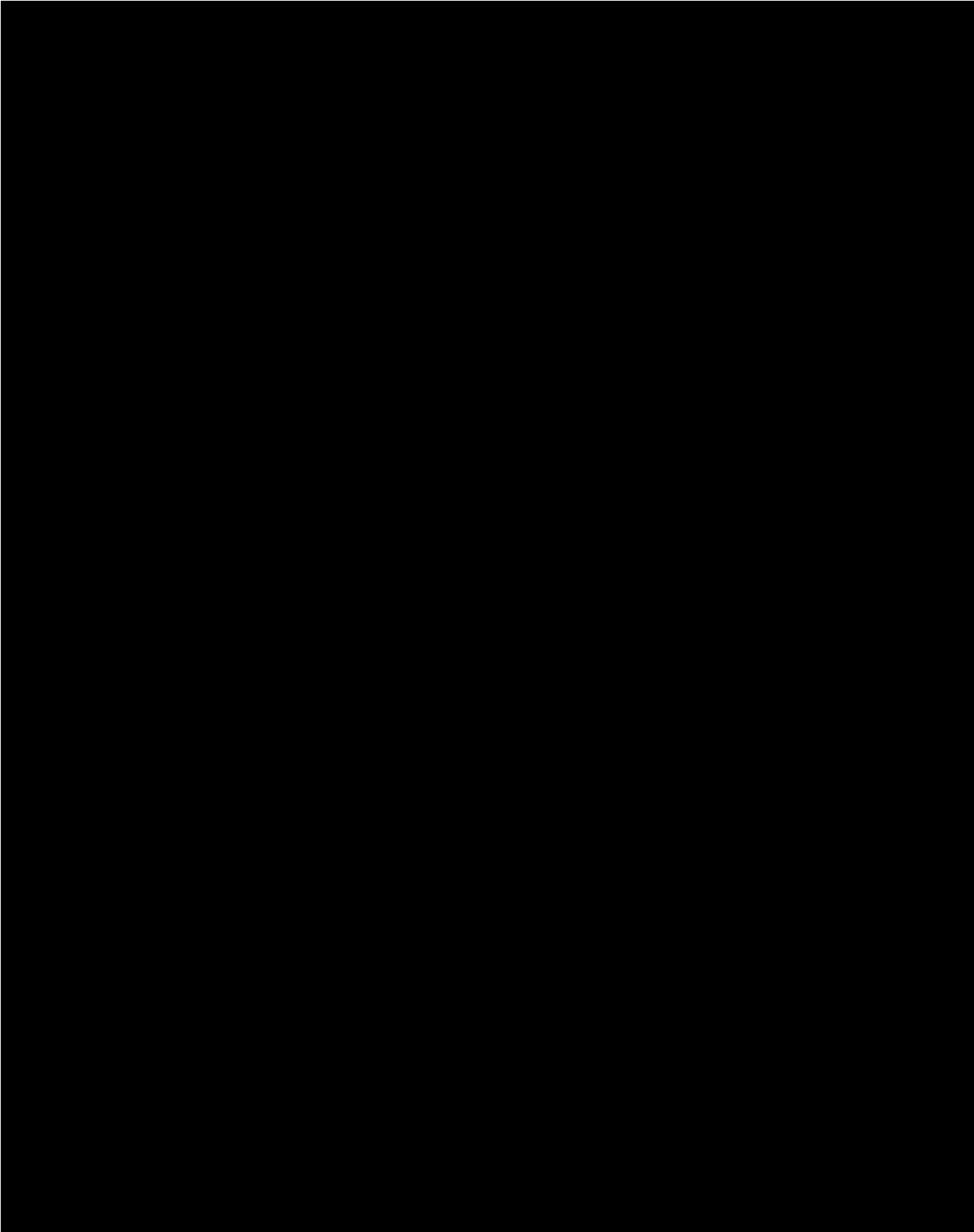


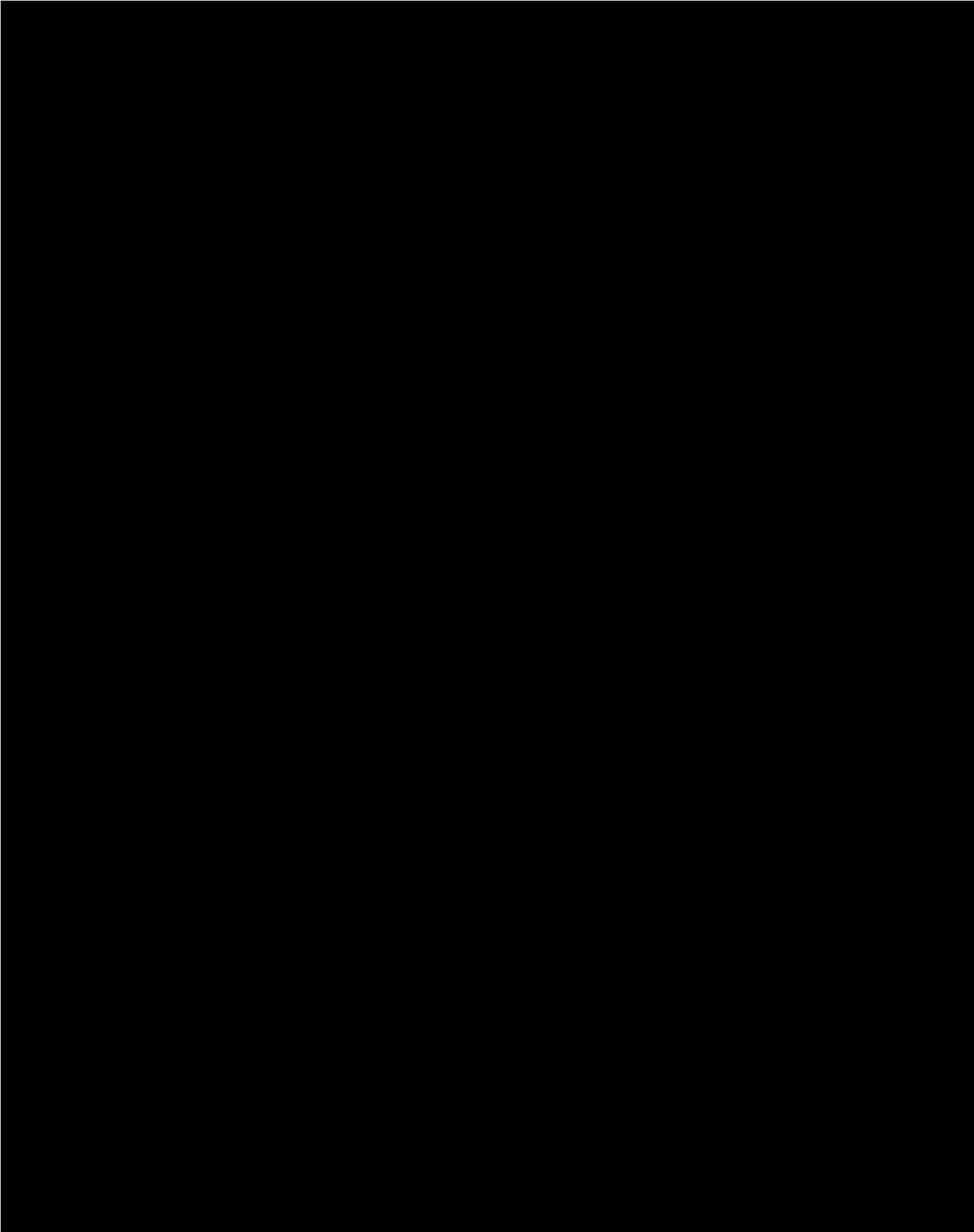


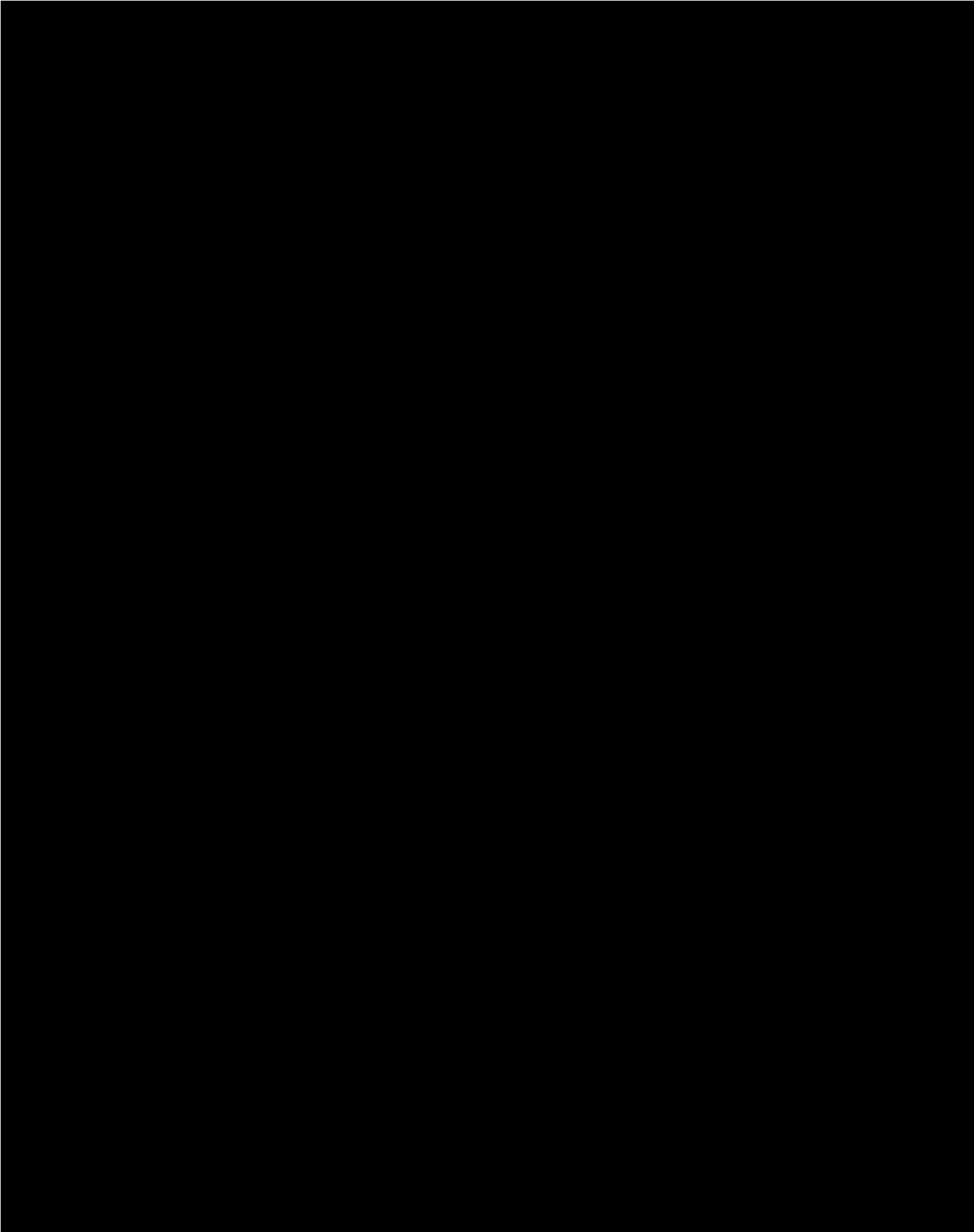


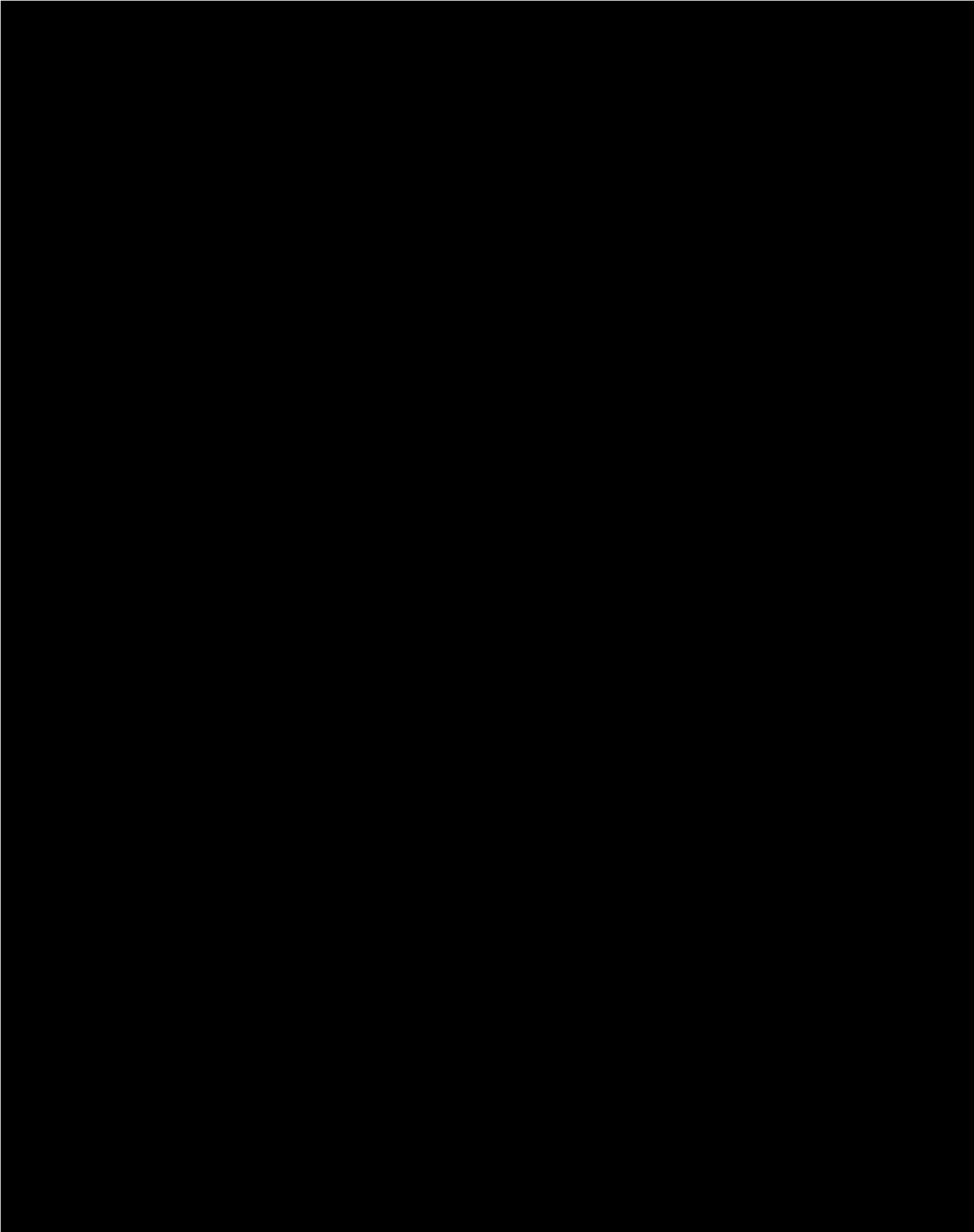


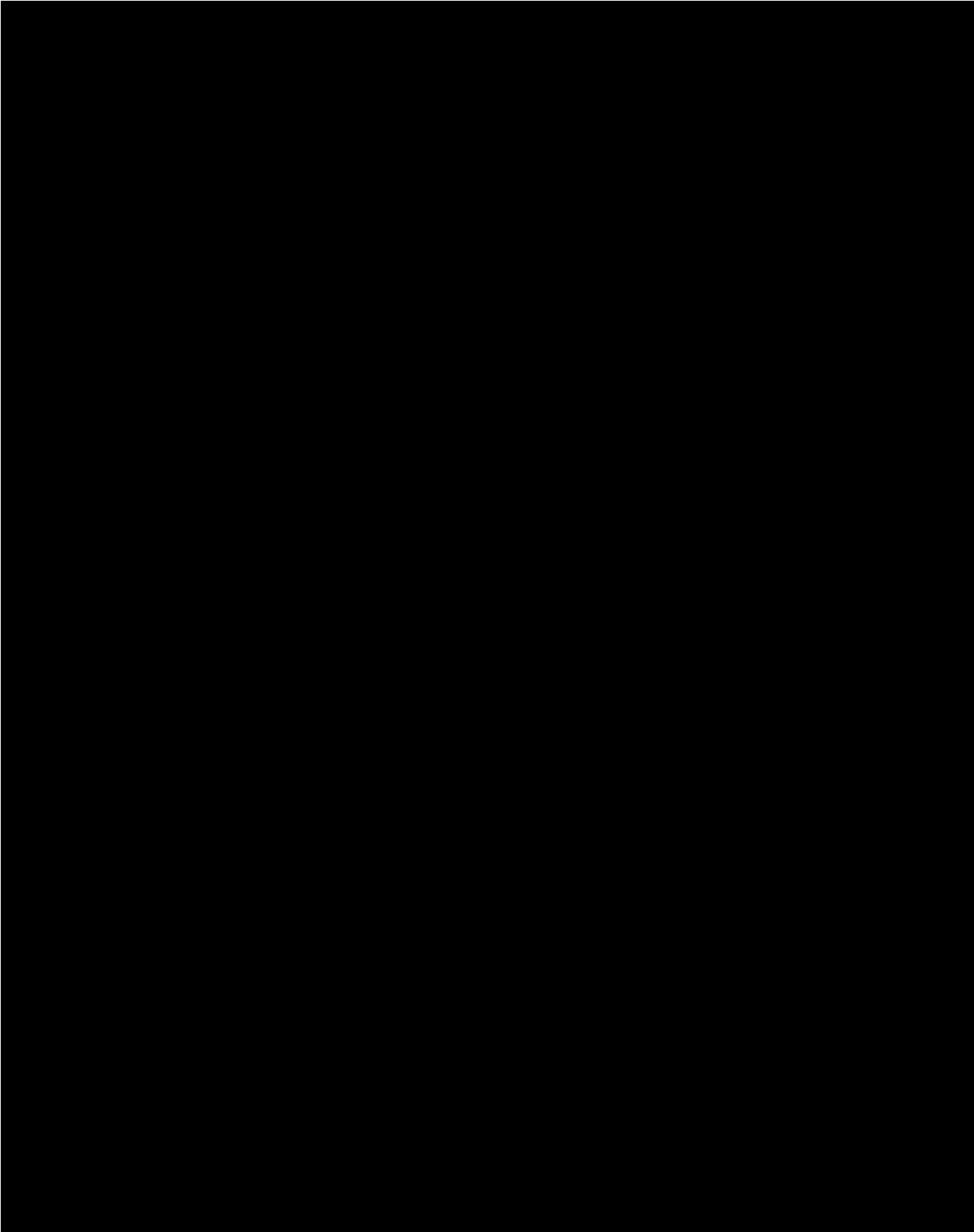


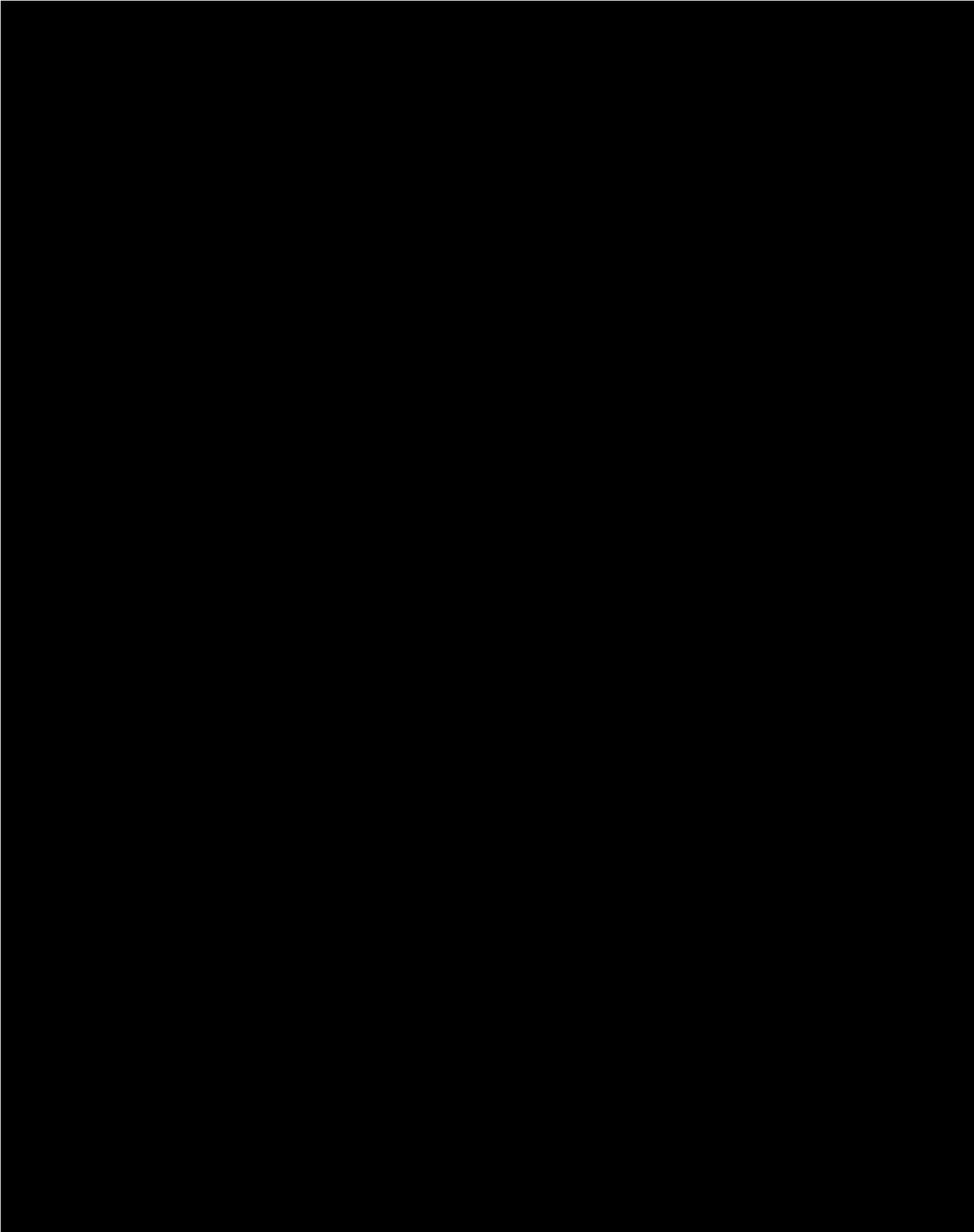


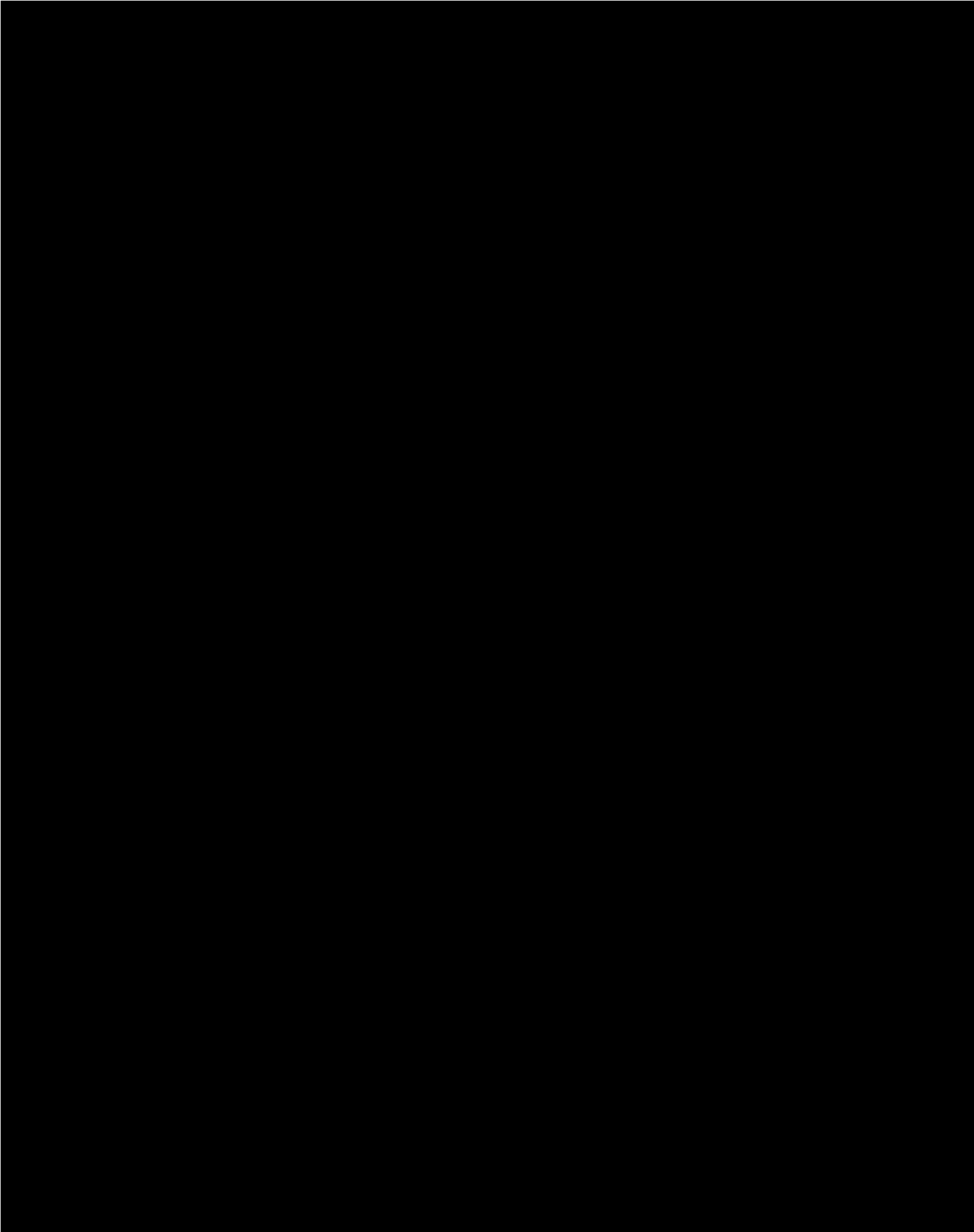


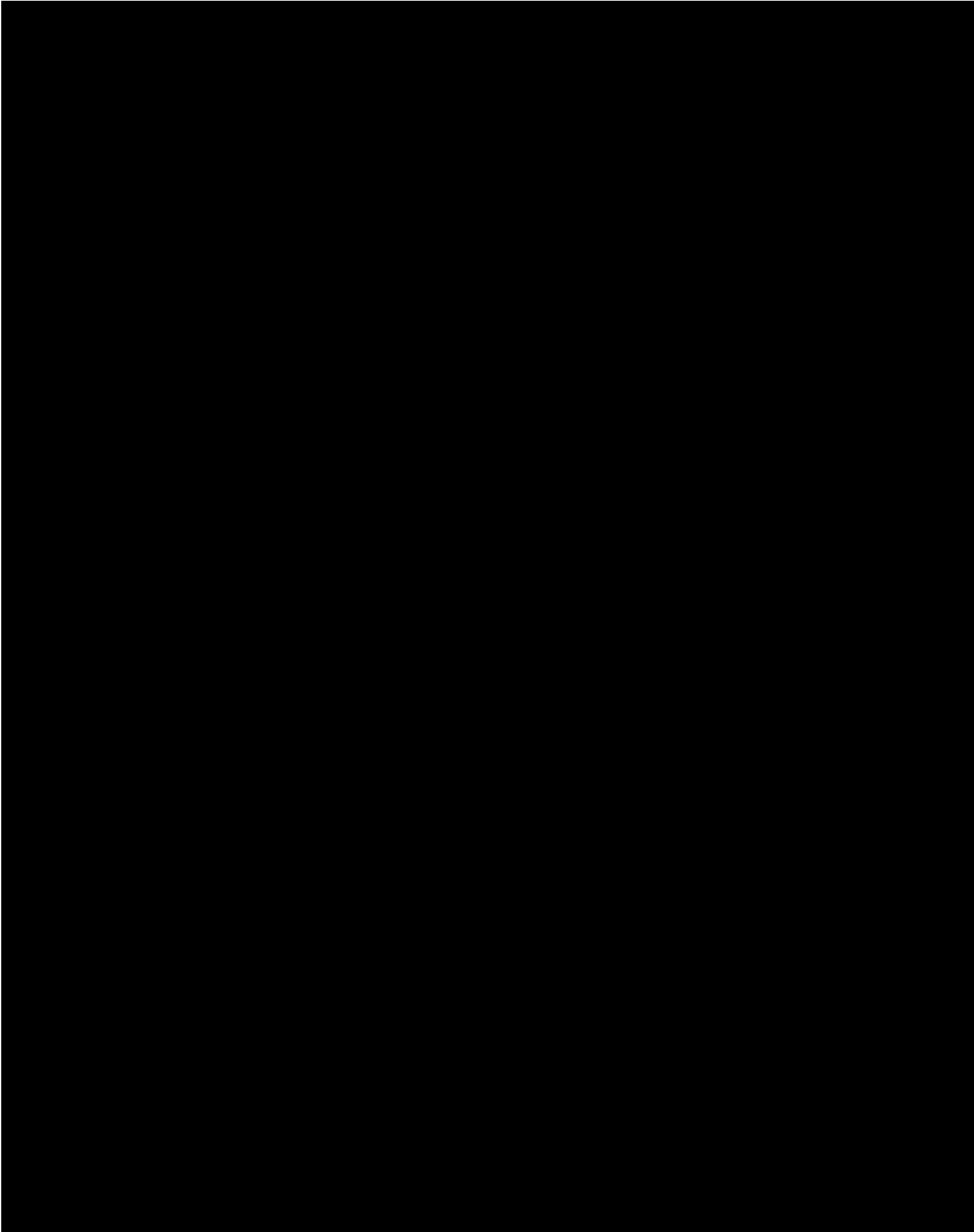


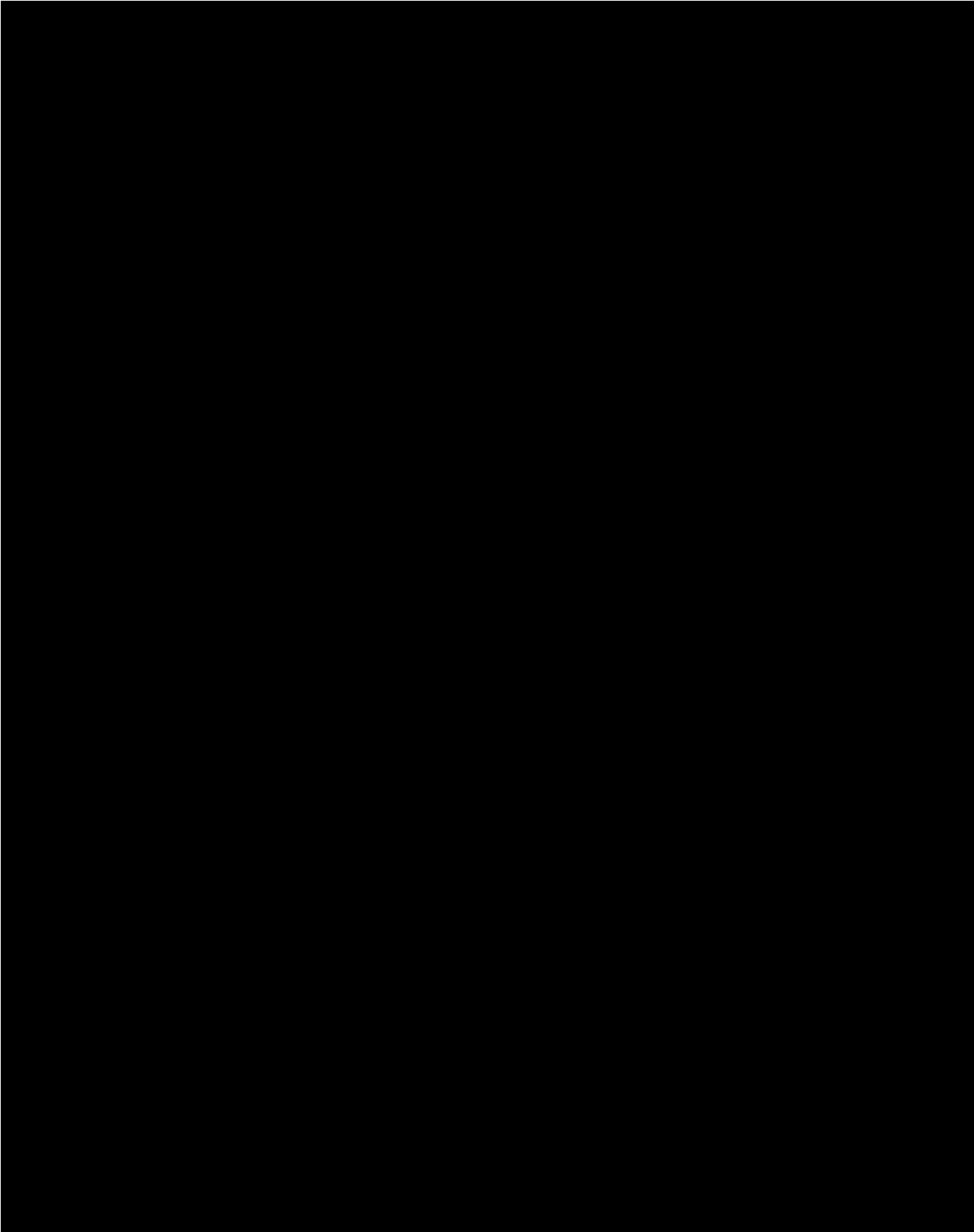


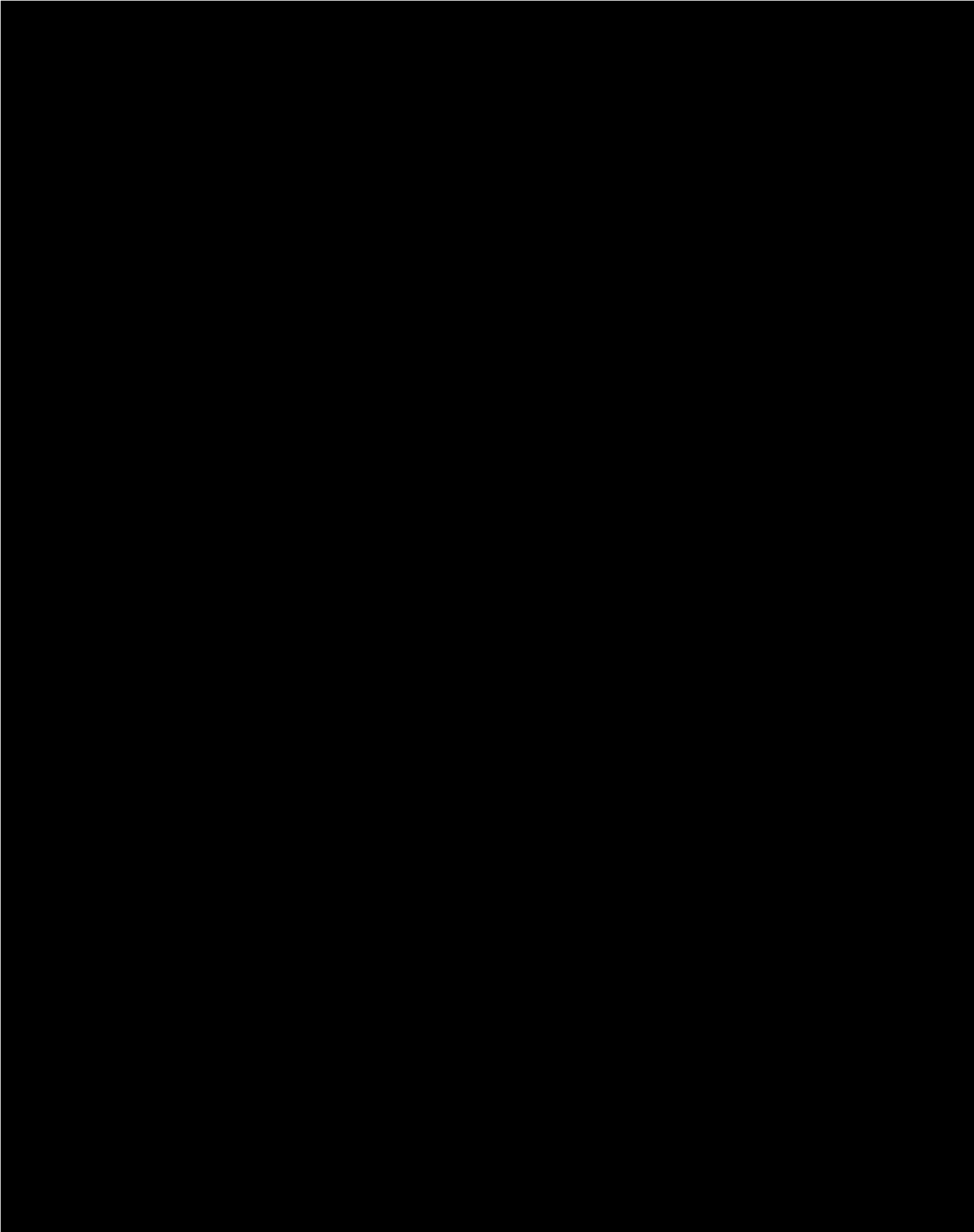


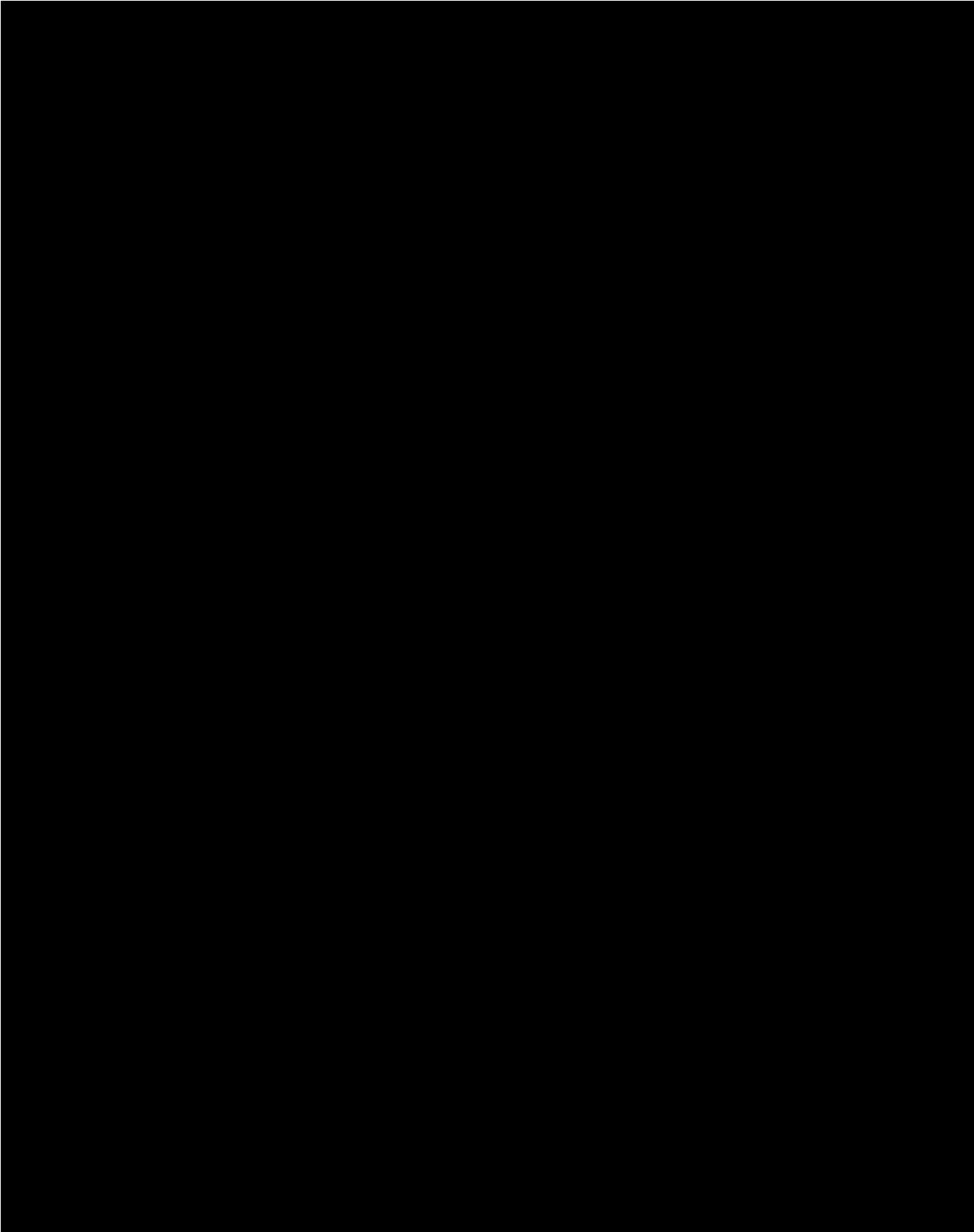


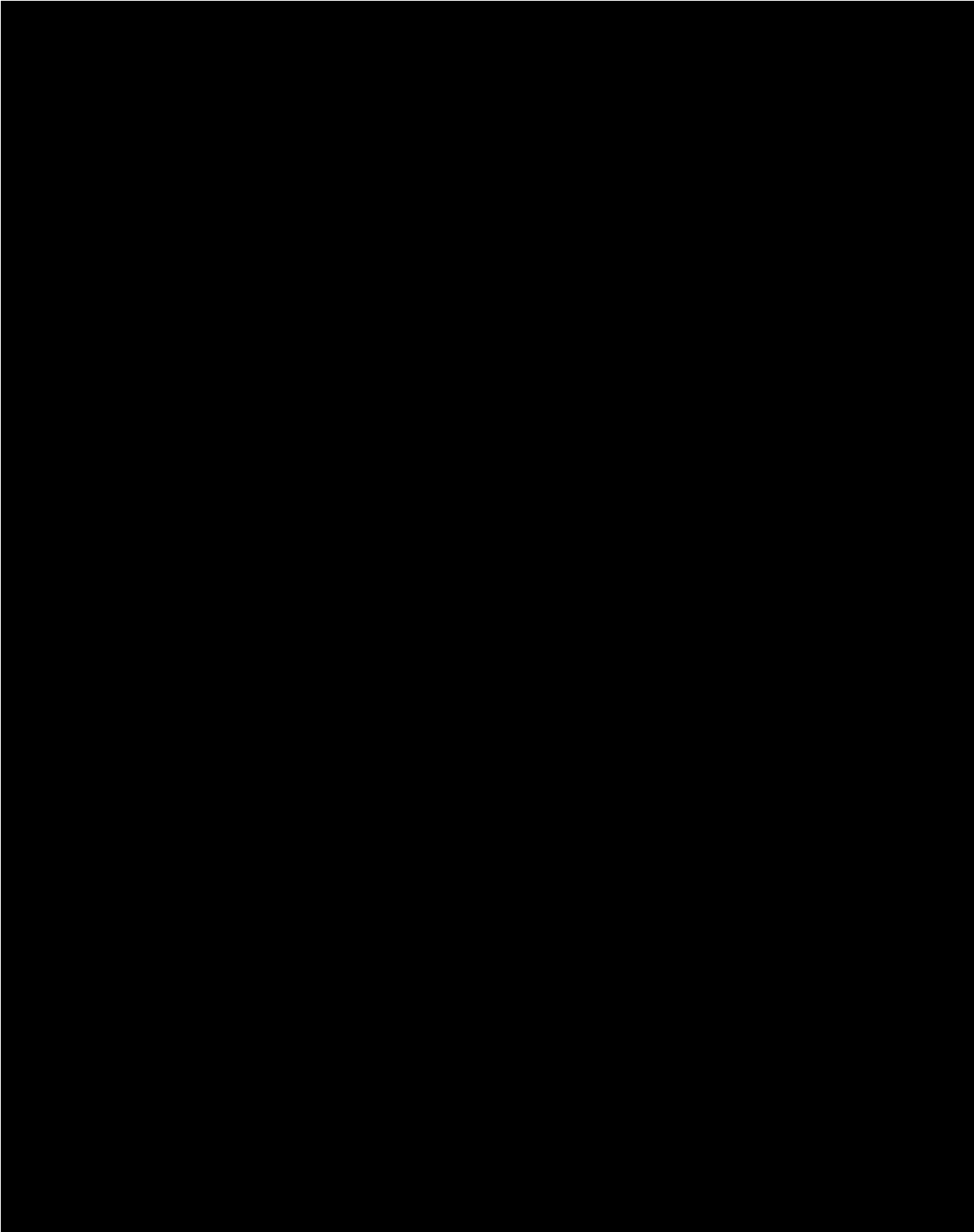


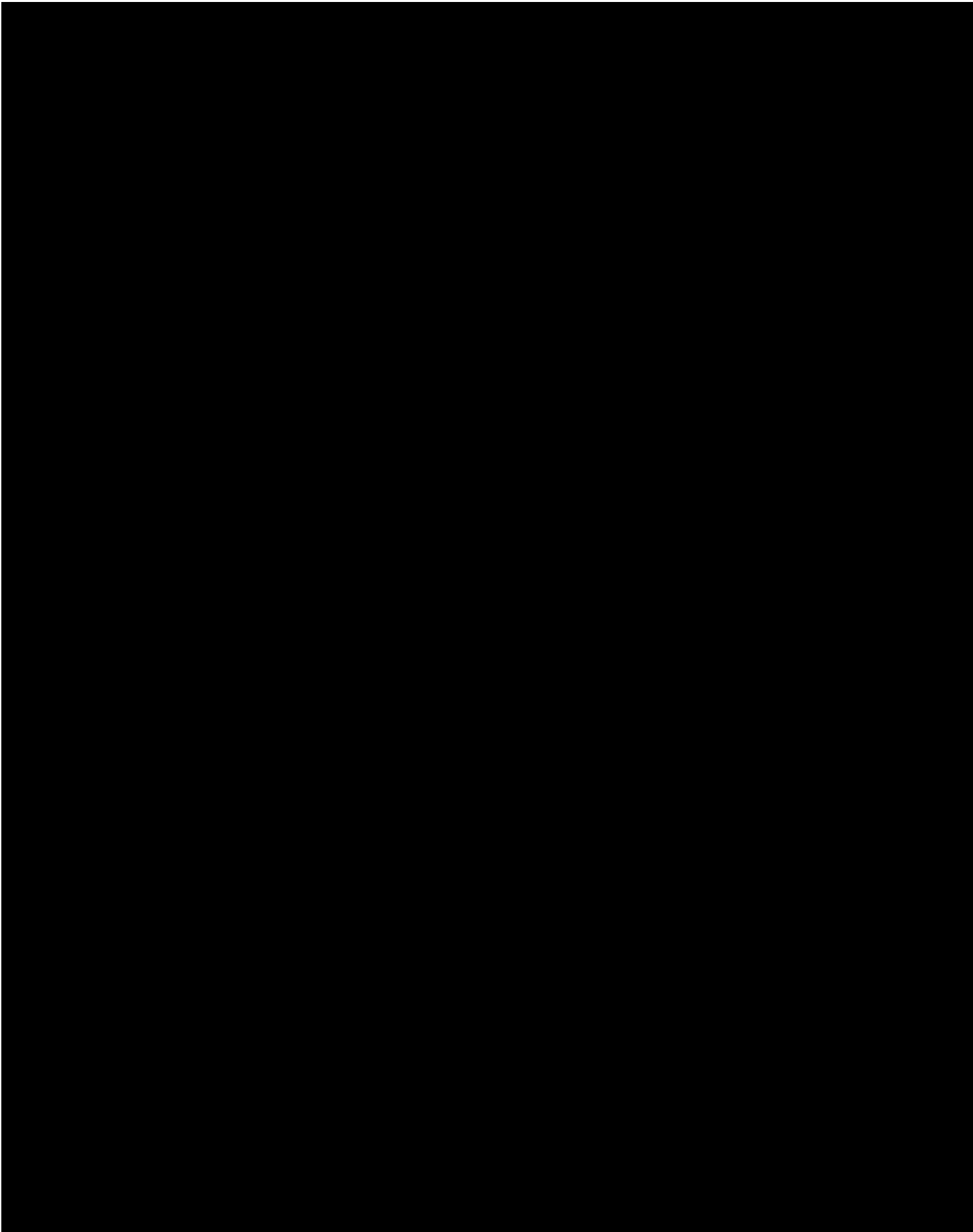


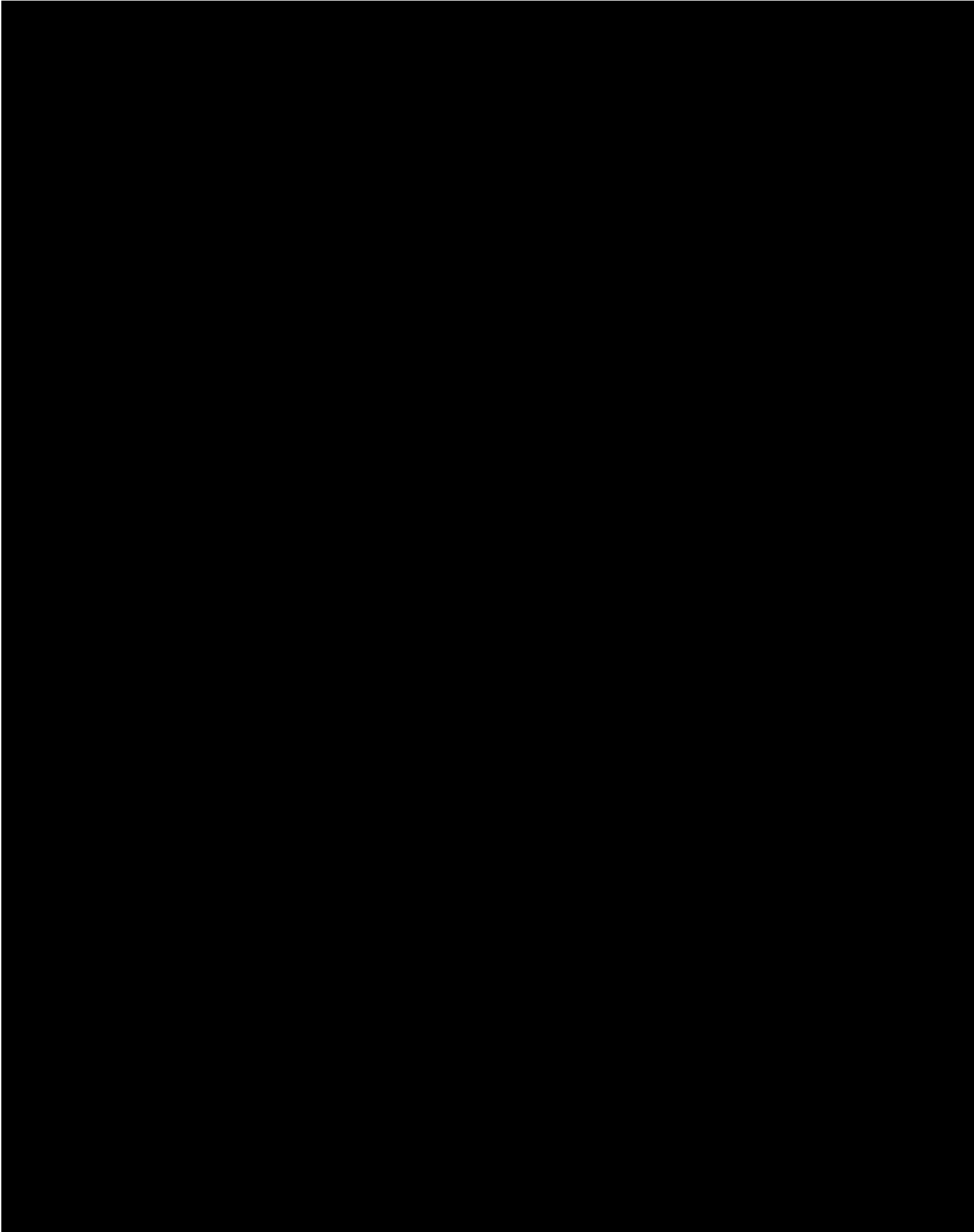


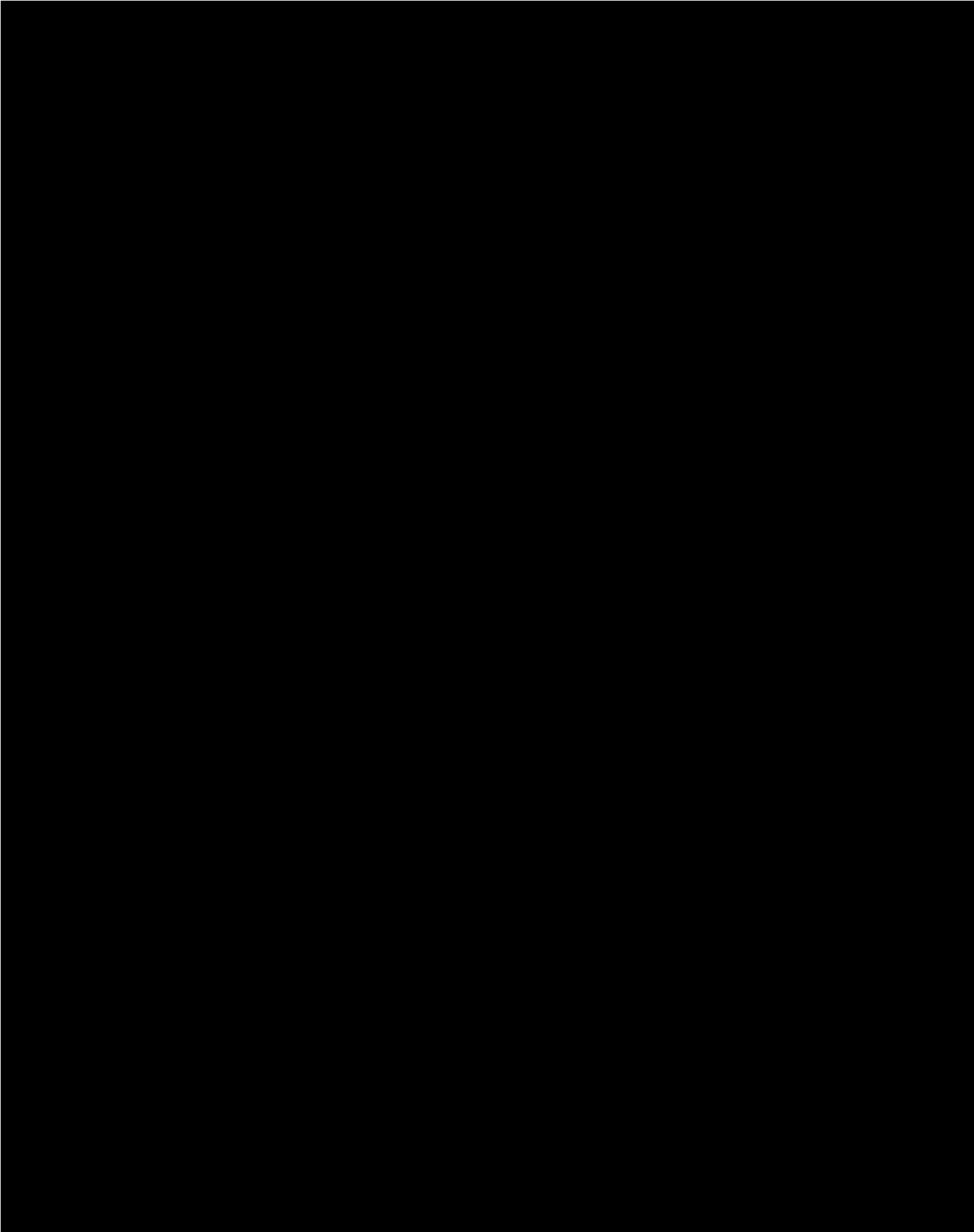


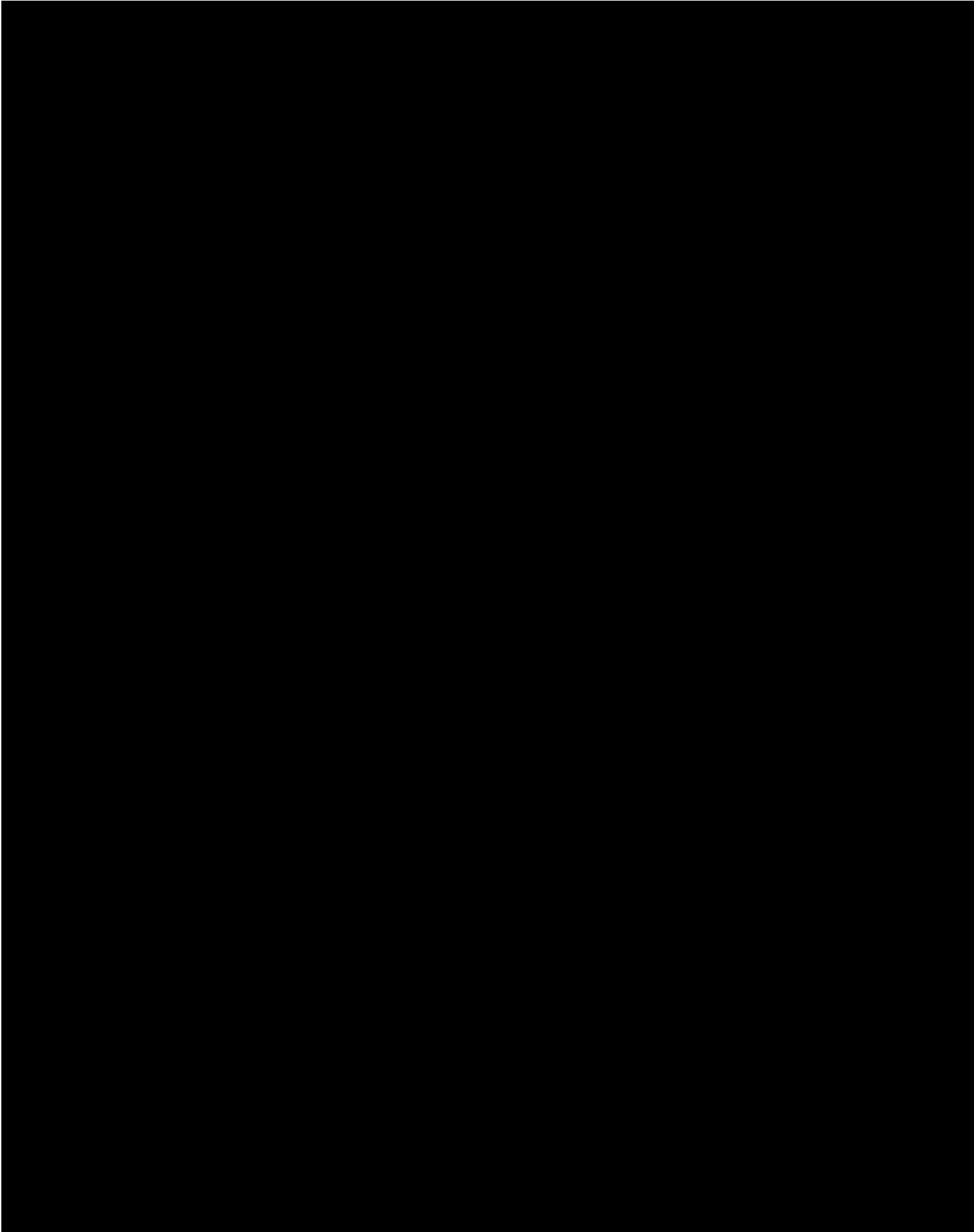


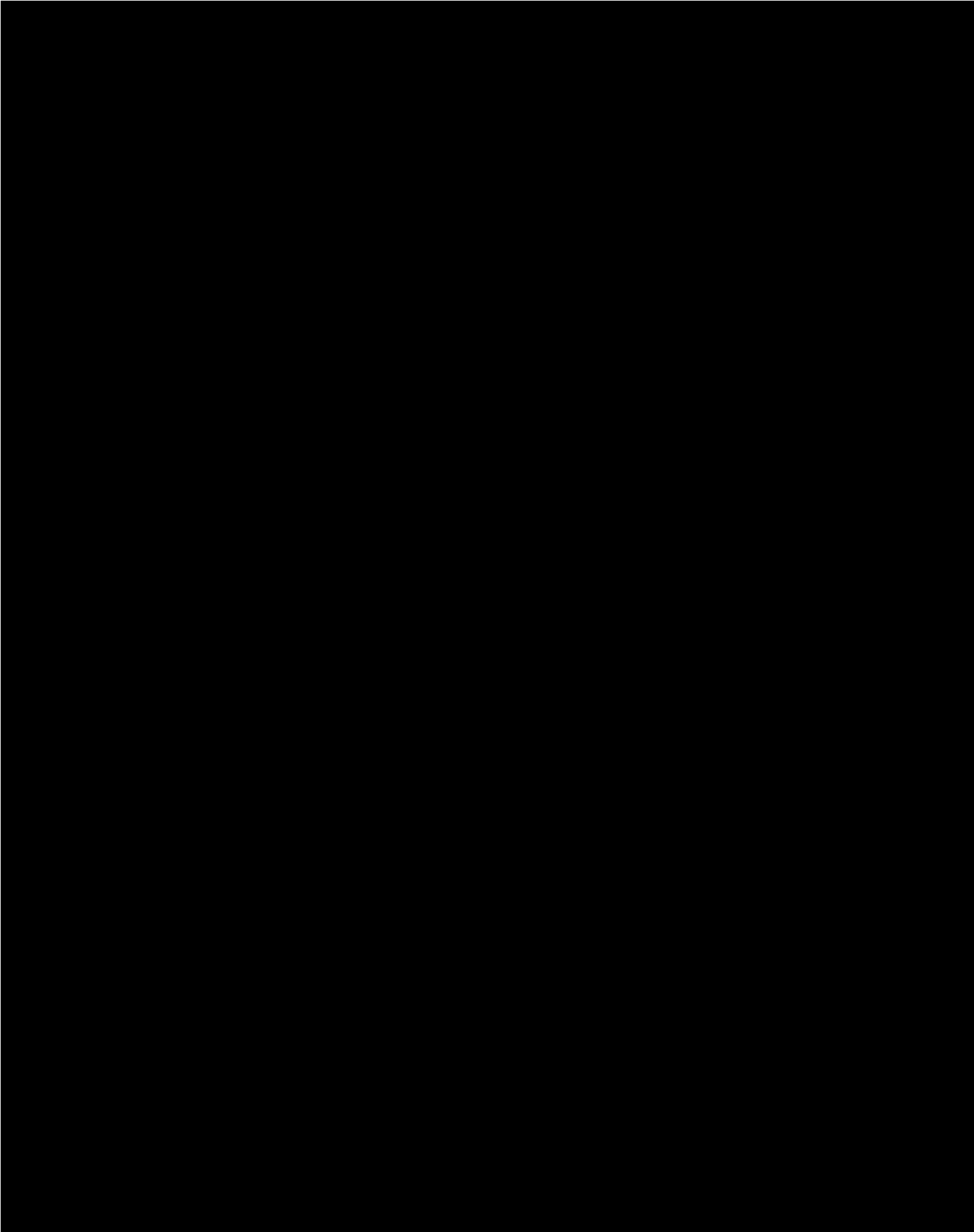


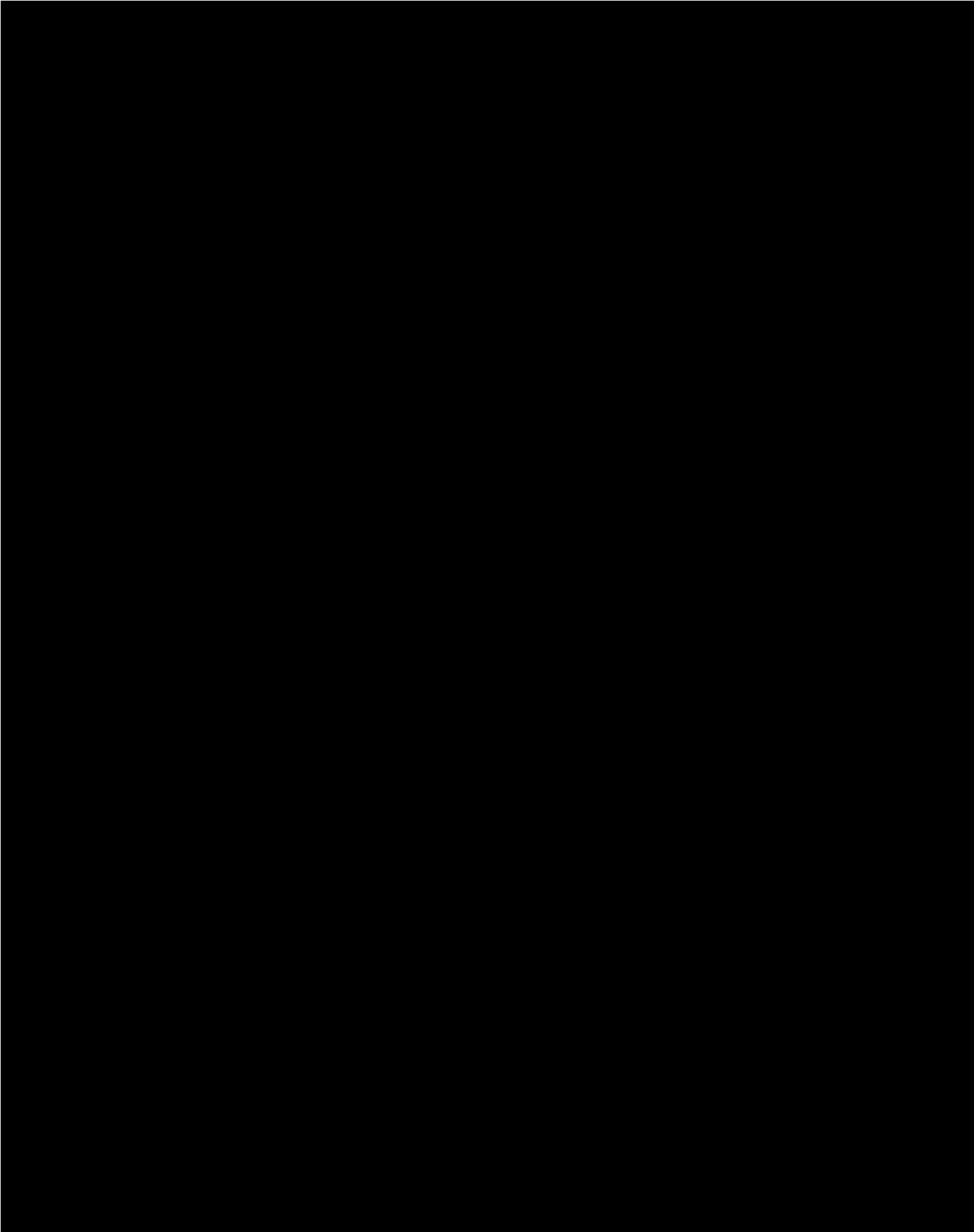


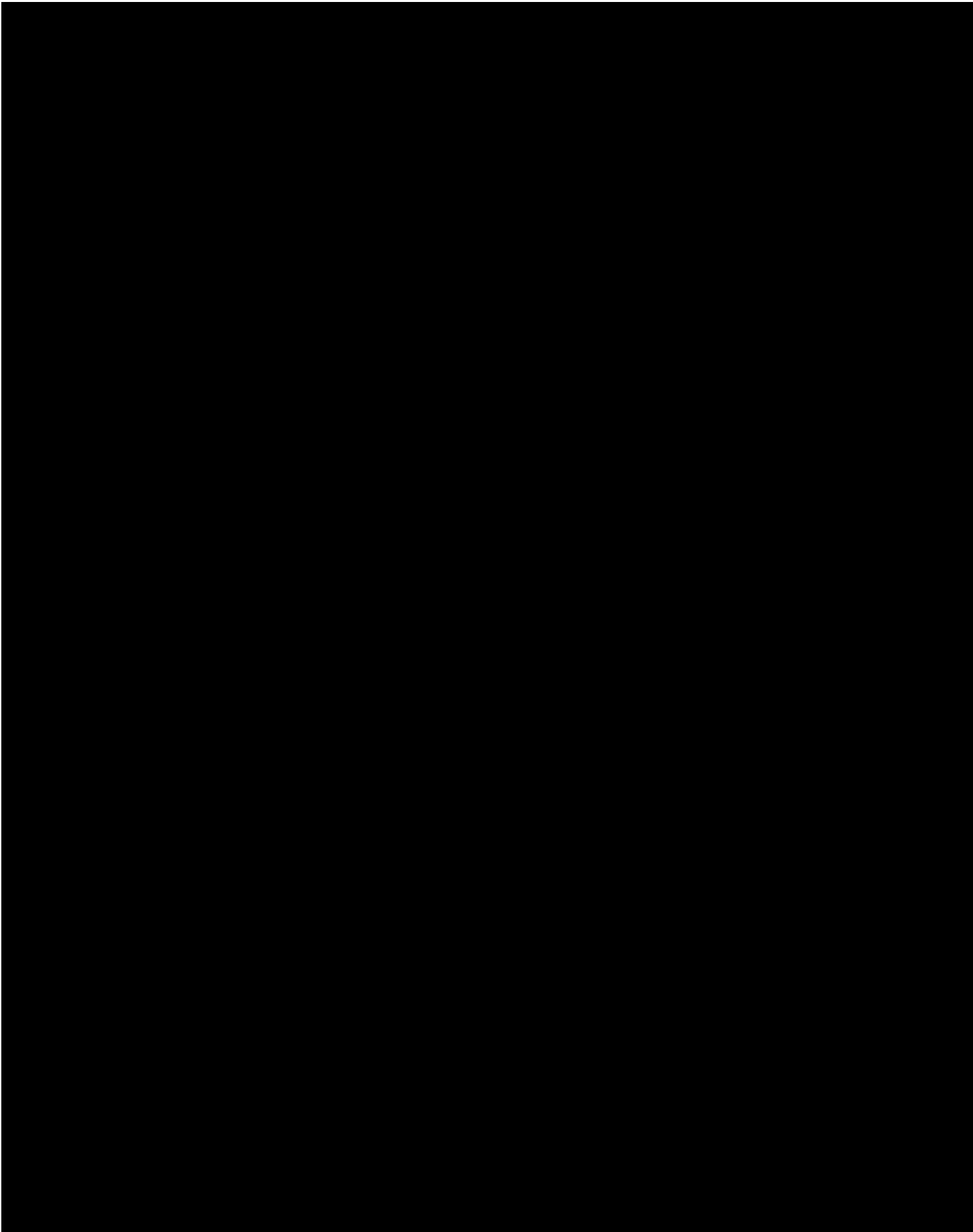


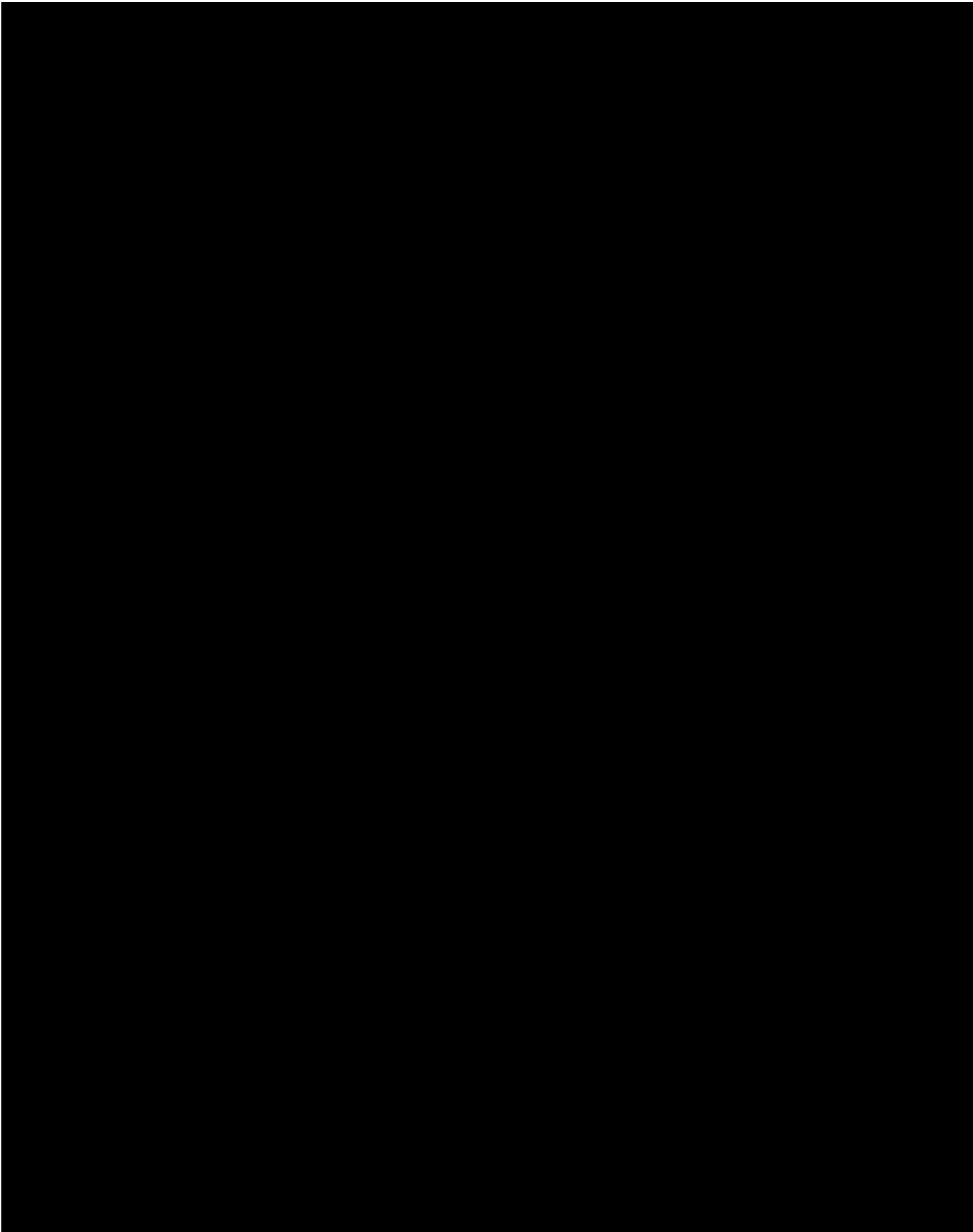


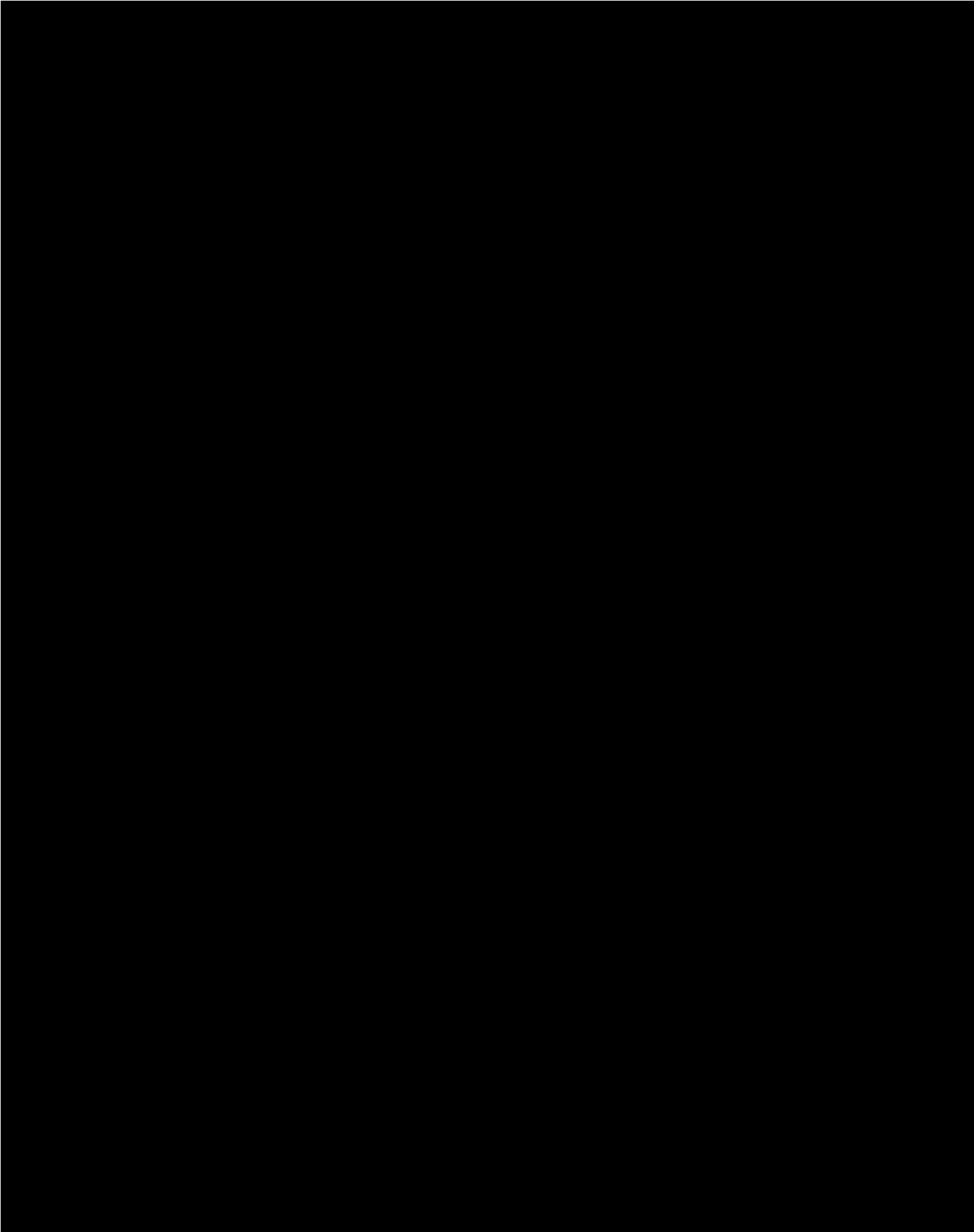


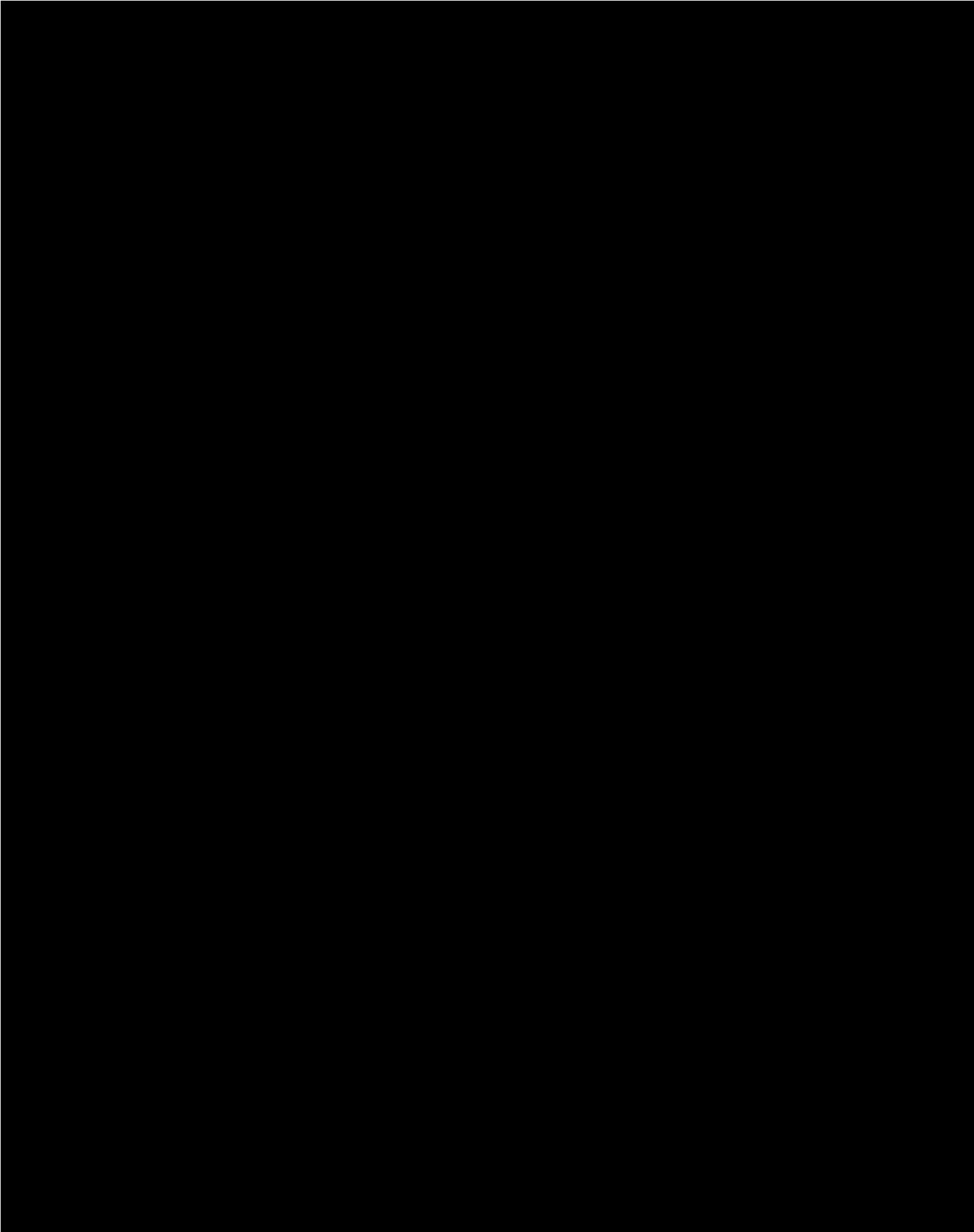


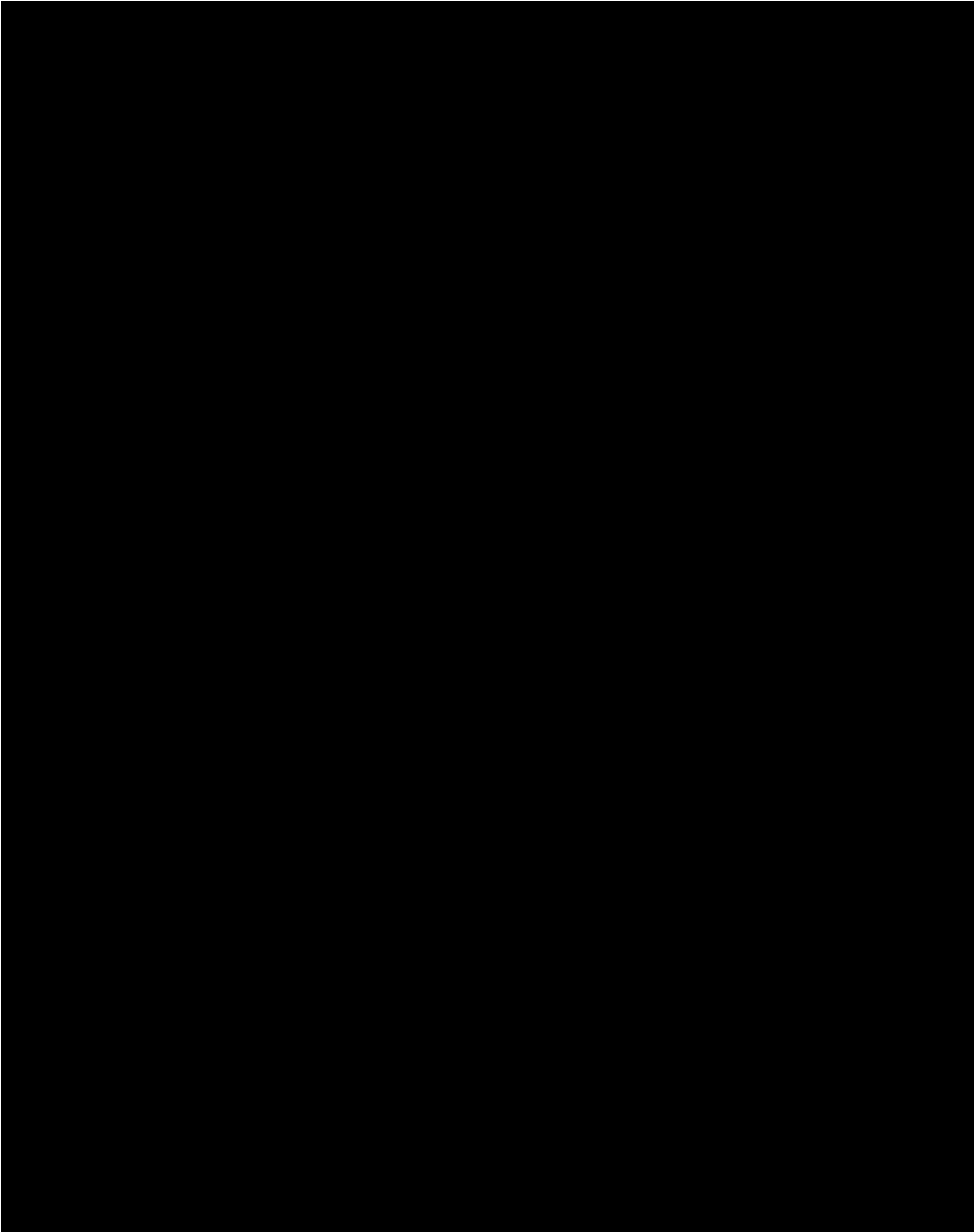












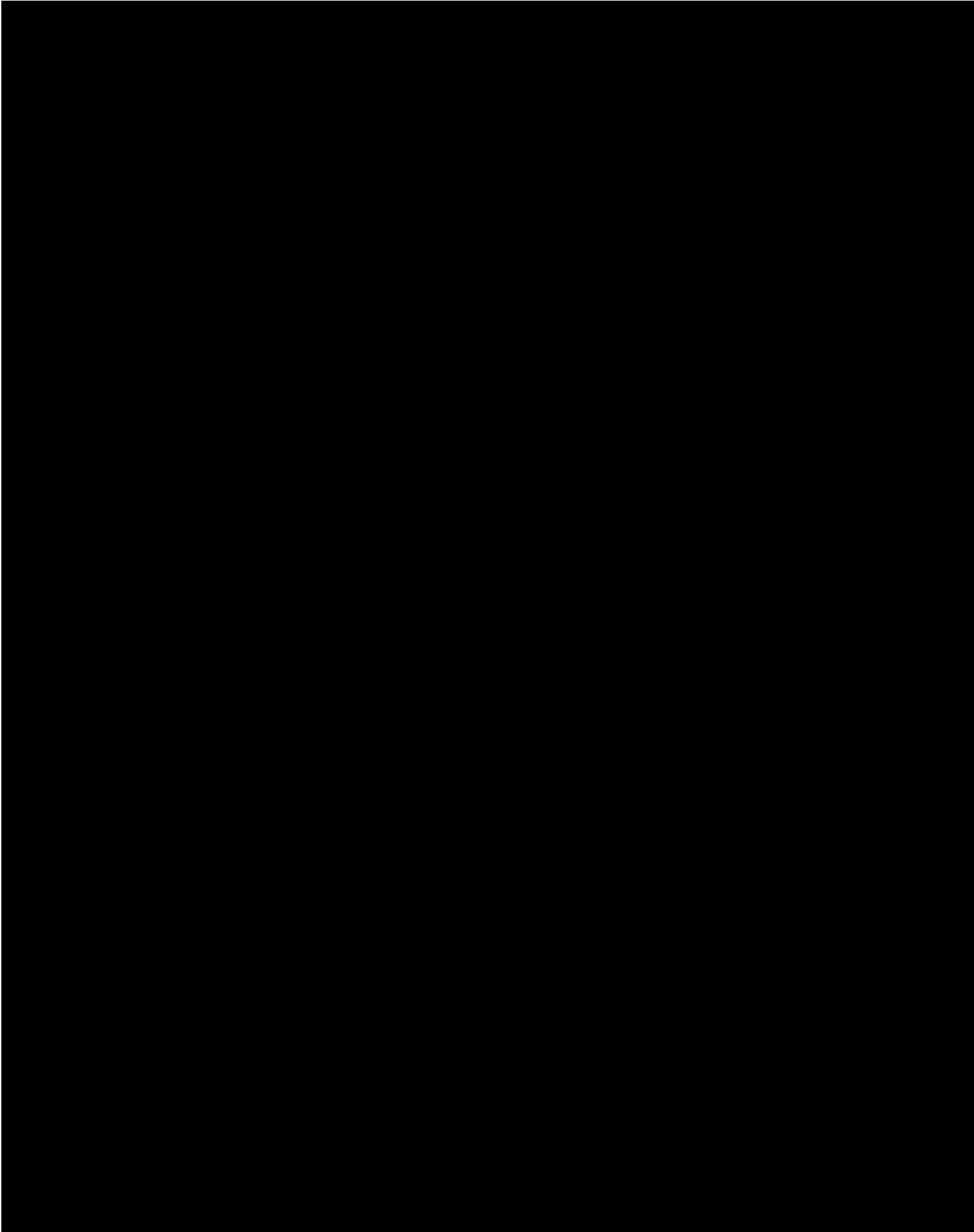




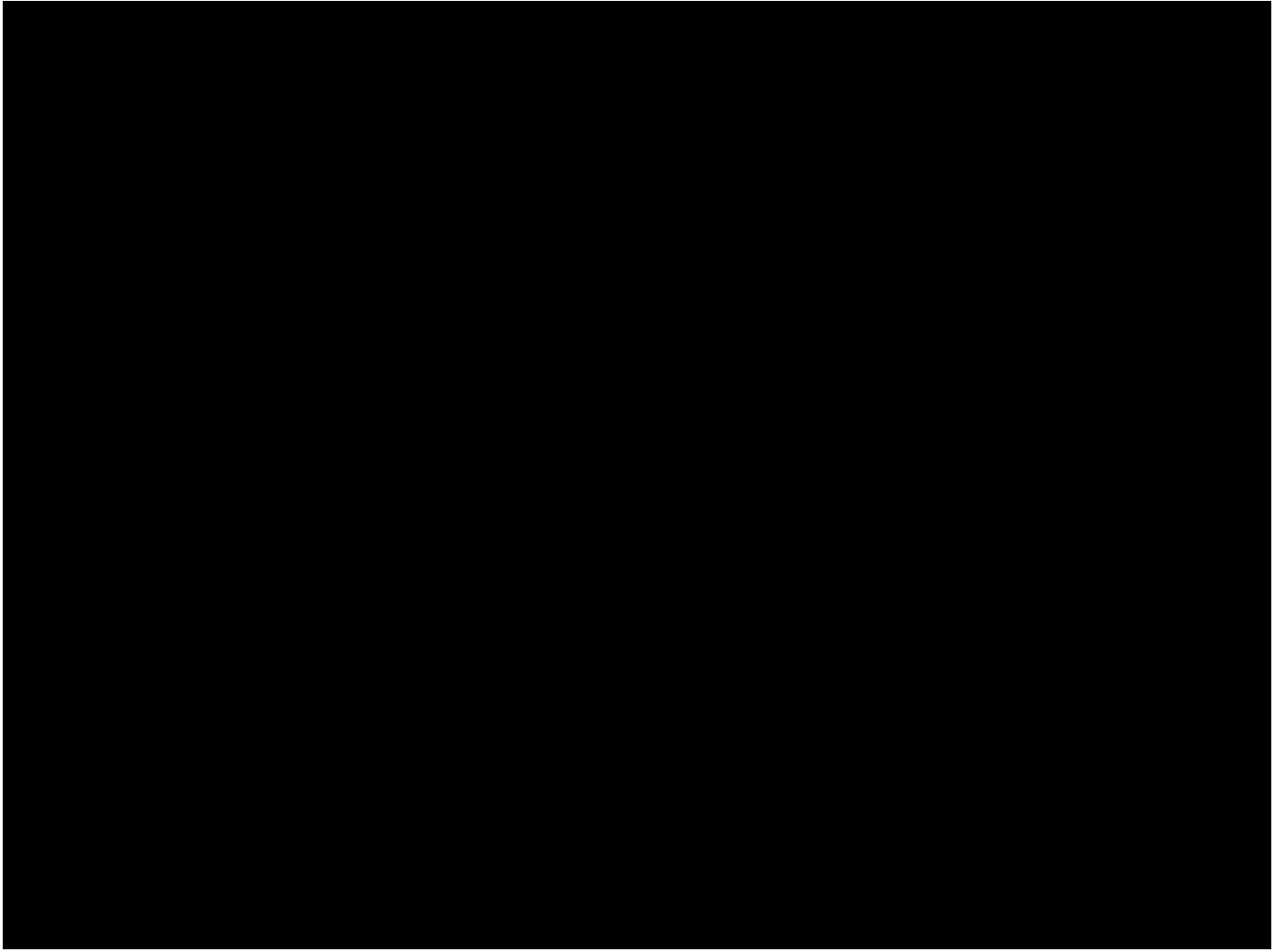
Exhibit 7.2(a)

**SHS EXECUTIVE TEAM MEMBERS**

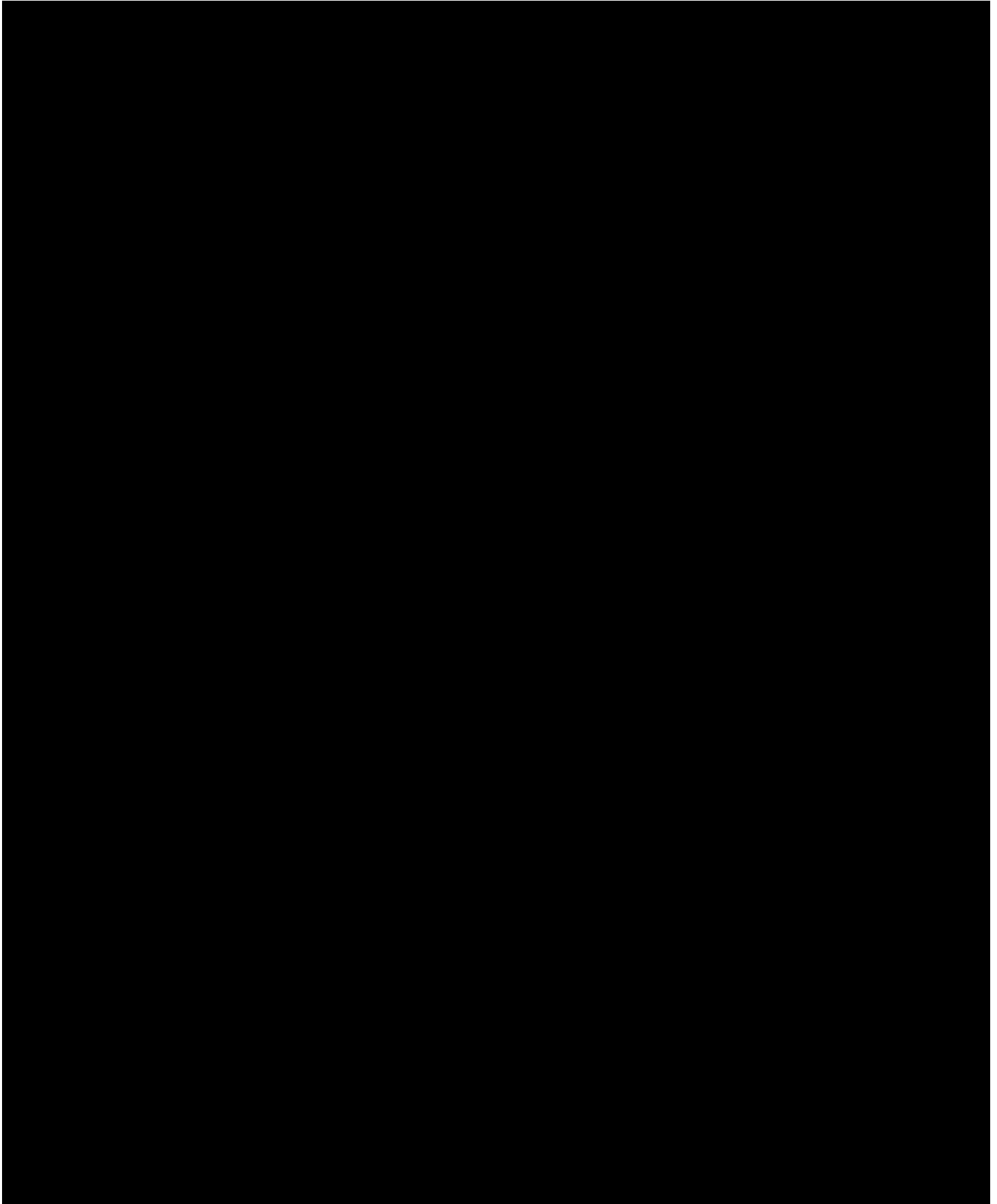
1. Joseph M. Cahill III
2. Larissa Balzer
3. Taylor Gilmour
4. Scott Russell
5. Kimberly Schauer
6. Josiah Johnson
7. Lesley Ogden, MD
8. Julie Osgood
9. Brent Godek, MD
10. Pankaj (Sonney) Sapra
11. Daniel Smith
12. Daniel Keteri
13. Tyler Jacobsen
14. Bruce Butler











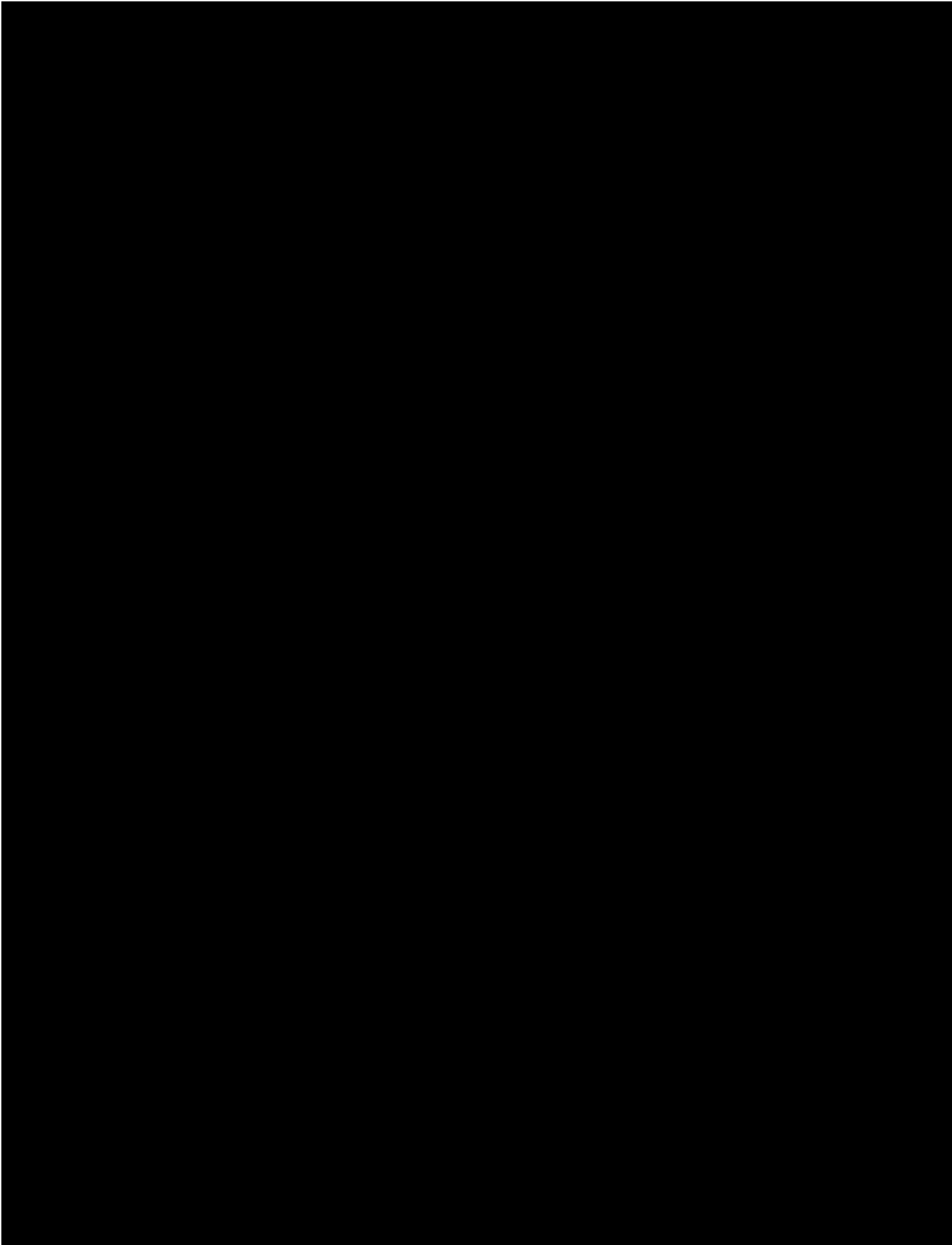






Exhibit 8.4

**REQUIRED CONSENTS**

*(See attached)*





## Exhibit 8.4 Consents

### I. Federal Regulatory Consents

- a. **Hart-Scott-Rodino Antitrust Improvements Act Filing Issuing Authorities:** Federal Trade Commission (FTC) and U.S. Department of Justice (DOJ), Antitrust Division, provided, however, that upon termination or expiration of any waiting periods, the foregoing Consent condition(s) contemplated in Section 8.4 shall be considered satisfied.

### II. State Regulatory Consents

- a. **Oregon Health Authority (OHA) – Health Care Market Oversight (HCMO)**  
**Issuing Authority:** Oregon Health Authority
- b. **OHA – Form A (Acquisition of Control of or Merger with a CCO)**  
**Issuing Authority:** OHA
- c. **Oregon Attorney General – Charitable Assets Review**  
**Issuing Authority:** Oregon Department of Justice, Office of the Attorney General
- d. **Oregon Division of Financial Regulation (DFR)**  
**Issuing Authority:** Oregon Department of Consumer and Business Services, Division of Financial Regulation
- e. **Hawaii Division of Insurance**  
**Issuing Authority:** State of Hawaii Department of Commerce and Consumer Affairs, Insurance Division

